

No. 19-15128

**In the United States Court of Appeal
for the Ninth Circuit**

STEVE WILSON BRIGGS

Appellant/Petitioner,

v.

ARI EMANUEL, MATT DAMON, BEN AFFLECK, MRC, NEILL BLOMKAMP,
NBCUNIVERSAL, ASIF SATCHU, BILL BLOCK, SONY PICTURES ENT,
MORDECAI WICZYK, DANA BRUNETTI

Appellees/Respondents.

On Appeal from the U.S. District Court for Northern District of California

CASE NO. 3:18-CV-4952-VC

THE HONORABLE VINCE CHHABRIA

**APPELLEES' JOINT SUPPLEMENTAL EXCERPTS OF RECORD
VOLUME 6 of 7
[PAGES 1020 - 1286]**

*Stephen G. Larson (SBN 145225)
Jonathan E. Phillips (SBN 233965)
A. Alexander Lowder (SBN 269362)

Larson O'Brien LLP

555 S. Flower Street, 44th Floor

Los Angeles, California 90071

Telephone: (213) 436-4888

Facsimile: (213) 623-2000

Email: Slarson@larsonobrienlaw.com

*Counsel For Appellee Trigger Street
Productions, Inc.*

Kelli L. Sager (SBN 120162)
Rochelle L. Wilcox (SBN 197790)
Brendan N. Charney (SBN 293378)

Davis Wright Tremaine LLP

865 S. Figueroa Street, Suite 2400

Los Angeles, California 90017-2566

Telephone: (213) 633-6800

Facsimile: (213) 633-6899

Email: Kellisager@dwt.com

Counsel For Appellee NBCUniversal Media, LLC

Michael J. Kump (SBN 100983)

Gregory P. Korn (SBN 205306)

Kate Mangels (SBN 301811)

Kinsella Weitzman Iser Kump & Aldisert LLP

808 Wilshire Boulevard, 3rd Floor

Santa Monica, California 90401

Telephone: (310) 566-9800

Email: Mkump@kwikalaw.com

*Counsel For Appellee MRC II Distribution Company,
LP, Mordecai Wiczuk, Asif Satchu, Sony Pictures
Entertainment, Inc., and Ariel Emanuel*

TABLE OF CONTENTS

DATE	DESCRIPTION	VOL.	PAGE
01/22/19	[Dkt. 94] Order Denying (92) Motion for Leave to File Motion for Reconsideration, Motion to Alter Judgement filed by Plaintiff Steve Kenyatta Wilson Briggs	1	ER 1
12/22/18	[Dkt. 91] Judgment Signed by Judge Vince Chhabria	1	ER 2
12/22/18	[Dkt. 90] Order Granting Motions to Dismiss (Dkts. 27, 48, and 51) and Denying Motion to Declare Plaintiff a Vexatious Litigant	1	ER 3
01/22/19	[Dkt. 95] Notice of Appeal to the 9th Circuit Court of Appeals filed by Plaintiff Steve Kenyatta Wilson Briggs	2	ER 5
01/14/19	[Dkt. 92] Motion for Leave to File Motion for Reconsideration, Motion to Alter Judgment filed by Plaintiff Steve Kenyatta Wilson Briggs	2	ER 12
12/17/18	[Dkt. 89] Errata by Plaintiff Steve Kenyatta Wilson Briggs (Certificate of Service)	2	ER 67
11/30/18	[Dkt. 79] Reply re (51) Motion to Dismiss Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1) filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent. Inc., Mordecai Wiczuk	2	ER 71
11/30/18	[Dkt. 78] Reply re (48) Motion to Dismiss filed by NBCUniversal Media, LLC	2	ER 79
11/23/18	[Dkt. 68] Opposition/Response re (48) NBCU Motion to Dismiss filed by Plaintiff Steve Kenyatta Wilson Briggs	2	ER 94
11/21/18	[Dkt. 67] Opposition/Response re (51) MRC Defendants' Motion to Dismiss Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1) filed by Plaintiff Steve Kenyatta Wilson Briggs	2	ER 106
11/20/18	[Dkt. 66] Reply re (27) Motion to Dismiss Complaint Pursuant to Fed. R. Civ. P. 12(B)(6) and/or 9(B) filed by Trigger Street Productions	2	ER 118

TABLE OF CONTENTS

DATE	DESCRIPTION	VOL.	PAGE
11/19/18	[Dkt. 63] Opposition/Response re (27) Trigger Street Productions' Motion to Dismiss Complaint Pursuant to Fed. R. Civ. P. 12(b)(6) and/or 9(B) filed by Plaintiff Steve Kenyatta Wilson Briggs	2	ER 129
11/14/18	[Dkt. 62] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Declaration of Zena Briggs, concerning the refusal of service of process by Defs. Spacey and Brunettis agency for service of process) (Altman, Greenfield & Selvaggi)	2	ER 159
11/14/18	[Dkt. 61] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Proof of Service by certified mail, with return receipt and Acknowledgment of Receipt of Summons, Declaration of Cecile Lusby)	2	ER 162
11/13/18	[Dkt. 60] Status Report (Addendum) regarding Service of Process developments concerning Defs. Spacey and Brunetti, and their agents final efforts to evade and refuse service by Plaintiff Steve Kenyatta Wilson Briggs	2	ER 165
11/12/18	[Dkt. 59] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Proof of Service of Defs. Damon and Affleck, Declaration of Melvin Jackson)	2	ER 172
11/12/18	[Dkt. 58] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Proof of Service, Declaration of Nexus Asson, Re service of Defs. MRC, Satchu, Wiczuk)	2	ER 175
11/09/18	[Dkt. 53] Declaration of Gregory Korn in Support of (51) Motion to Dismiss Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1) filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent. Inc., Mordecai Wiczuk (358 pgs) (Part 1) ER 182-ER 256	2	ER 182
11/09/18	[Dkt. 53] Declaration of Gregory Korn in Support of (51) Motion to Dismiss Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1) filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent. Inc., Mordecai Wiczuk (358 pgs) (Part 2) ER 257-ER 539	3	ER 257

TABLE OF CONTENTS

DATE	DESCRIPTION	VOL.	PAGE
11/09/18	[Dkt. 52] Request for Judicial Notice in Support of Defendants' Motion to Dismiss First Amended Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1) filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent. Inc., Mordecai Wiczuk	4	ER 540
11/09/18	[Dkt. 51] Motion to Dismiss Complaint Pursuant to FRCP 12(b)(6) and/or 12(b)(1) filed by Ari Emanuel, MRC, Asif Satchu, Sony Pictures Ent. Inc., Mordecai Wiczuk	4	ER 542
11/09/18	[Dkt. 49] Request for Judicial Notice re (48) Motion to Dismiss filed by NBCUniversal Media, LLC	4	ER 562
11/09/18	[Dkt. 48] Motion to Dismiss filed by NBCUniversal Media, LLC	4	ER 722
11/09/18	[Dkt. 46] Order by Judge Vince Chhabria denying (39) Motion for Service by Publication, and Motion for Extension of Service Deadline	4	ER 749
11/08/18	[Dkt. 45] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (temporary "illustrative" service statements)	4	ER 750
11/08/18	[Dkt. 44] Second Motion for Service by Publication for Defs Spacey and Brunetti filed by Plaintiff Steve Kenyatta Wilson Briggs	4	ER 765
11/05/18	[Dkt. 41] Clerk's Declination of Default as to Kevin Spacey and Dana Brunetti. (Plaintiff has not submitted evidence satisfactory to the court establishing actual delivery to the persons to be served per CA CCP Section 417.20)	4	ER 785
11/05/18	[Dkt. 40] Request for Judicial Notice filed by Plaintiff Steve Kenyatta Wilson Briggs	5	ER 786
11/05/18	[Dkt. 39] Motion for Service by Publication filed by Plaintiff Steve Kenyatta Wilson Briggs	5	ER 886

TABLE OF CONTENTS

DATE	DESCRIPTION	VOL.	PAGE
11/05/18	[Dkt. 38] Status Report Regarding Service of Process on All Defendants by Plaintiff Steve Kenyatta Wilson Briggs	5	ER 893
11/05/18	[Dkt. 37] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Service of Process of Summons and Complaint by U.S. mail, C. Lusby)	5	ER 903
11/05/18	[Dkt. 36] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Service of Process of Summons and Complaint by U.S. mail 9/27/18)	5	ER 906
11/05/18	[Dkt. 35] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Service of Process of Summons and Complaint by U.S. mail)	5	ER 909
11/05/18	[Dkt. 34] Notice of Voluntary Dismissal of Sound Point Capital Management by Plaintiff Steve Kenyatta Wilson Briggs	5	ER 912
10/31/18	[Dkt. 33] Fourth Motion for Default Judgment by the Clerk as to Request for Entry of Default filed by Plaintiff Steve Kenyatta Wilson Briggs	5	ER 914
10/31/18	[Dkt. 32] Certificate of Service (correction) by Plaintiff Steve Kenyatta Wilson Briggs	5	ER 946
10/31/18	[Dkt. 31] Clerk's Declination of Default	5	ER 949
10/31/18	[Dkt. 29] Joinder re (27) Motion to Dismiss Complaint Pursuant to Fed. R. Civ. P. 12(B)(6) and/or 9(B) by Sound Point Capital Management, LC	5	ER 950
10/29/18	[Dkt. 28] Motion for Default Judgment by the Clerk as to Request for Entry of Default against Defs. Trigger Street Productions, and Sound Point filed by Plaintiff Steve Kenyatta Wilson Briggs	5	ER 953
10/29/18	[Dkt. 27] Motion to Dismiss Complaint Pursuant to Fed. R. Civ. P. 12(B)(6) and/or 9(B) filed by Trigger Street Productions (Part 1) ER 982- ER 1019	5	ER 982

TABLE OF CONTENTS

DATE	DESCRIPTION	VOL.	PAGE
10/29/18	[Dkt. 27] Motion to Dismiss Complaint Pursuant to Fed. R. Civ. P. 12(B)(6) and/or 9(B) filed by Trigger Street Productions (Part 2) ER 1020-ER 1190	6	ER 1020
10/29/18	[Dkt. 26] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs re (17) Certificate of Service, (16) Certificate of Service (Supplemental) proof of signed return receipts received for Defs. Trigger Street Productions, Inc. and Sound Point Capital Management, LC (09/17/18); and for Kevin Spacey, Dana Brunetti, (09/27/18)	6	ER 1191
10/26/18	[Dkt. 25] Clerk's Declination of Default	6	ER 1212
10/25/18	[Dkt. 24] Second Motion for Default Judgment by the Clerk as filed by Plaintiff Steve Kenyatta Wilson Briggs	6	ER 1213
10/22/18	[Dkt. 23] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Declaration re service of process of Defs MRC, Satchu, and Wiczuk)	6	ER 1224
10/22/18	[Dkt. 22] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Proof of Service of Def. Sony Picture Entertainment, Inc.)	6	ER 1227
10/22/18	[Dkt. 21] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Proof of Service of Def. NBCUniversal)	6	ER 1230
10/22/18	[Dkt. 20] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Proof of Service of Defs. Ari Emanuel, Neill Blomkamp, Matt Damon, and Ben Affleck)	6	ER 1232
10/22/18	[Dkt. 19] Certificate of Service by Plaintiff Steve Kenyatta Wilson Briggs (Declaration re service of Spacey, Brunetti, and Trigger Street Productions)	6	ER 1235

TABLE OF CONTENTS

DATE	DESCRIPTION	VOL.	PAGE
10/22/18	[Dkt. 18] Request for Entry of Default Against Defendants Kevin Spacey, Dana Brunetti, and Trigger Street productions, Inc. filed by Plaintiff Steve Kenyatta Wilson Briggs	6	ER 1237
10/09/18	[Dkt. 17] (Second) Proof of Service of Summons and Complaint; Declaration of Dr. Morgan Marchbanks by Plaintiff Steve Wilson Briggs	6	ER 1242
10/09/18	[Dkt. 16] (First Proof of Service of Summons and Complaint; Declaration of Dr. Morgan Marchbanks by Steve Willson Briggs	6	ER 1245
10/04/18	[Dkt. 11] Notice of Service of Process Issues by Steve Wilson Briggs	6	ER 1248
08/15/18	[Dkt. 3] Summons Issued as to Ben Affleck, William Block, Neill Blomkamp, Dana Brunetti, Matt Damon, Ari Emanuel, MRC, NBCUniversal Media, LLC, Asif Satchu, Sony Pictures Ent., Inc., Sound Point Capital Management, LC, Kevin Spacey, Trigger Street Productions, Mordecai Wiczzyk	7	ER 1287
08/15/18	[Dkt. 1] Complaint against Ben Affleck, William Blcok, Neill Blomkamp, Dana Brunetti, Matt Damon, Ari Emanuel, MRC, NBCUniversal Media, LLC, Asif Satchu, Sony Pictures Ent., Inc., Sound Point Capital Management, LC, Kevin Spacey, Trigger Street Productions, Mordecai Wiczzyk filed by Steve Wilson Briggs	7	ER 1288
	Court Docket	7	ER 1528

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 15 of 182

EXHIBIT 2

1 Steve Wilson Briggs
2 681 Edna Way
3 San Mateo, CA 94402
4 510 200 3763
5 snc.steve@hotmail .com
6 Pro Se **PLAINTIFF**

FILED
OCT 08 2013
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 STEVE WILSON BRIGGS

CASE NO:

11 Plaintiff,

CV 13 4679 PJH

12 vs.

13 NEILL BLOMKAMP,

COMPLAINT FOR

14 SONY PICTURES ENT., INC.,

COPYRIGHT INFRINGEMENT

15 TRISTAR PICTURES, INC.,

16 MEDIA RIGHTS CAPITAL,

17 QED INTERNATIONAL,

18 Defendants

19 **NATURE OF ACTION:**

20 1. Pursuant to 17 U.S.C. § 101, et seq, this is an action for copyright infringement of the
21 Plaintiff's screenplay "Butterfly Driver" (originally "Uberopolis: City of Light") written in 2005;
22 W.G.A. reg. #1103287, 2005; U.S. Copyright Office reg. certificate # PAu 3-683-232, June 21st,
23 2013. [See Exhibit C]. The infringement commenced on August, 9th, 2013, when The
24 Defendants distributed, and publically displayed, "Elysium"; a film infringing on the Plaintiff's
25 work, including the heart of his story, plot, characters, unusual settings, themes, conflict, catalyst,
26 crisis, climax-twist, his hero's unique "character-affliction", the hero's "keepsake necklace", and
27 more. The Plaintiff contends: 1) the Defendants' "Elysium" is substantially similar to his work; 2)
28 the Defendants had access to his work; 3) the Defendants tried to disguise their infringement.

JURISDICTION

2. **Jurisdiction.** This court has subject matter jurisdiction over this complaint pursuant to 28 U.S.C. §§ 1331 & 1338(a), as this action is for copyright infringement arising under the copyright laws of the United States. This court also has subject matter jurisdiction pursuant to 28 U.S.C. 1332(a)(2) as Defendant, Neill Blomkamp, is a Canadian resident and a citizen of Canada and South Africa; not a citizen of the United States.

3. **Venue.** Venue is proper, and this court has personal jurisdiction, pursuant to 28 U.S.C. § 1391(b)(2), as the events giving rise to this complaint occurred in this district. It is also the proper venue pursuant to 28 U.S.C. § 1391(d) by virtue of defendant's business transactions with this district; and under 326 US 310, as all defendants meet minimum contact rule.

4. **Intradistrict Assignment.** San Francisco is the proper division assignment as a substantial part of the events and omissions giving rise to this lawsuit occurred in this district.

THE PARTIES

5. **The Plaintiff,** STEVE WILSON BRIGGS, is a resident of California, currently residing in San Mateo, California. He is the writer, producer and director of the feature film, "The Amazing Mr. Excellent", several short film projects, writer of several unproduced screenplays, musician, and a teacher's aide at Sequoia High School in Redwood City, California.

6. **Defendant,** NEILL BLOMKAMP is a resident of Vancouver, Canada. He is credited with writing, directing and co-producing the screenplay in question, "Elysium".

7. **Defendant,** SONY PICTURES ENT., INC., is the American based television and film production and distribution wing of Japanese media conglomerate, Sony. It is headquartered at 10202 West Washington Blvd., Culver City, California. Sony provided Neill Blomkamp with \$115,000,000 to make "Elysium".

8. **Defendant,** TRISTAR PICTURES, INC., is an American film production/distribution studio (and a property of Sony Pictures). TriStar is located in Culver City California. TRISTAR PICTURES is the distributor of the film "Elysium".

9. **Defendant,** MEDIA RIGHTS CAPITAL, is a film studio located at 1800 Century Park E, Ste 1000, Los Angeles, CA 90067. Media Rights Capital is credited as a studio that

1 helped create "Elysium", and helped facilitate film funding.

2 10. **Defendant**, QED INTERNATIONAL is a motion picture production, financing
3 and sales distribution company, headquartered at 1800 N Highland Ave, 5th Floor, Los Angeles,
4 CA 90028. QED INTERNATIONAL is credited as a studio responsible for making Elysium.

5 **BACKGROUND**

6 11. In May, 2005, the Plaintiff completed the first draft of "Uberopolis: City of light",
7 sending it via email to family and friends. [See Exhibit D]

8 12. December 16th, 2005, the Plaintiff registered a revised version of "Uberopolis: City
9 of Light" with the Writer's Guild of America (West); registration ID #: 1103287. [See Exhibit E]

10 13. In January, 2006, the Plaintiff began a 23 month campaign to market his script..
11 Midway through this campaign, approximately January, 2007, the Plaintiff revised his script and
12 renamed it "Butterfly Driver". During this marketing campaign, the Plaintiff sent dozens of query
13 letters and emails to literary agents, managers, and film companies. [See Exhibit F -a few of
14 many letters and emails]. The Plaintiff also posted loglines (short synopses) of the script on many
15 screenwriter and filmmaking websites; entered events, like the Philadelphia Logline Festival [See
16 Exhibit G]; entered the script in screenwriting competitions, such as the 2006 Slamdance
17 Screenplay Competition [See Exhibit H]; and posted script loglines on Inktip.com; one of the
18 largest screenwriter to industry professional website in the world. [See Exhibit I]

19 14. February, 2007, the Plaintiff posted the entire "Butterfly Driver" script on Kevin
20 Spacey's and Dana Brunetti's screenwriter's website, "TriggerStreet" (triggerstreet.com). [See
21 Exhibit J] TriggerStreet was named one of the "50 best websites of 2004" by Time Magazine;
22 designed to connect screenwriters with other industry professionals. TriggerStreet has (or had)
23 tens of thousands of users. Anyone can join, then access thousands of new screenplays
24 (anonymously, if they wish). TriggerStreet is the ONLY place the Plaintiff released a version of
25 his script with the inciting incident and the "keepsake necklace". This was the only website the
26 Plaintiff ever posted his screenplay -and the only site he ever revealed his hero's secret "character
27 affliction". **TriggerStreet is where the Defendants had access to the Plaintiff's script.**
28 Triggerstreet.com is now "Trigger Street Labs", at: <http://labs.triggerstreet.com/labs/Screenplays>).

1 15. From February to August of 2007, the Plaintiff posted "Butterfly Driver" on
2 TriggerStreet three or four times. During this time the Plaintiff communicated about Butterfly
3 Driver with Triggerstreet writers, Thomas Gilman, Jason Beck, and Bob Thielke [Exhibit K, L,
4 M], all who gave the Plaintiff great guidance, which helped make his script more marketable.

5 16. Late July, to early August 2007, the Plaintiff posted the last revised version of
6 Butterfly Driver" [See Exhibit A] on TriggerStreet for a few days. During this time, there were
7 more script downloads than usual -and a person identifying himself as a writer or producer for
8 the TV series "The Wire" contacted the plaintiff (through the website's message board) to say he
9 enjoyed the Plaintiff's script. During this same period, a young director (whose name the Plaintiff
10 can't recall) contacted the Plaintiff (through the message board), to express appreciation for his
11 script. The Plaintiff believes this director may have been Defendant, Neill Blomkamp.

12 17. In December, 2007, now intent to produce his own movies, the Plaintiff stopped
13 marketing his script; "Butterfly Driver", hoping to film it himself, someday.

14 18. The Plaintiff began production of his first feature film, "The Amazing Mr. Excellent",
15 in January, 2008; which won "Best Of Fest" at the 2010, Temecula International Film Festival.

16 19. On May 27th, 2013, the Plaintiff went to see a movie with friend, and Sequoia High
17 School teacher, Cameron Farris. Before the feature, the theater previewed a trailer for the movie,
18 "Elysium", to be released on August, 9th, 2013. The trailer featured a plot, characters and settings
19 seemingly misappropriated from the plaintiff's "Butterfly Driver".

20 20. Later that evening, the Plaintiff, Steve Wilson Briggs, read about "Elysium" online, at
21 Wikipedia.com; and discovered *Elysium's* story structure closely conformed to his script.

22 21. Approximately, June 6th, 2013, the Plaintiff found, and downloaded, a copy of the
23 Defendants' script, "Elysium" (probably an unauthorized posting) at the web address:
24 <http://writetoreel.com/forum/showthread.php?1643-Elysium-Script-PDF> . [See Exhibit B]

25 22. The text of the script conformed to the trailer dialogue viewed on May 27th, 2013.

26 23. On June 21st, 2013, the Plaintiff registered his screenplay, "Butterfly Driver", with
27 the U.S. Copyright Office, as required to file an infringement complaint (Plaintiff's official
28 copyright registration effective date: June 21st, 2013, certificate number PAu 3-683-232).

STATEMENT OF FACTS COMMON TO ALL CLAIMS FOR RELIEF

24. On August 9th, 2013, the Defendants released, distributed and displayed publicly, "Elysium" in The USA and 11 other countries (<http://www.imdb.com/title/tt1535108/releaseinfo>) -marking the date of the commencement of infringement.

25. On August 10th, 2013, the Plaintiff viewed the Defendants' film "Elysium" at a local theater. The script the Plaintiff found online was certainly the "Elysium" script, but not the final draft.

26. Upon viewing the Defendants' film, the Plaintiff concluded: the film and screenplay, "Elysium", infringed on the Plaintiff's copyright protected story "Butterfly Driver" -as a whole, and on the parts; including the Plaintiff's five story elements (character, setting, plot, conflict, theme), his four key "plot-points" (catalyst, crisis, climax, inciting incident), his peculiar characters, his hero's "character affliction", his unusual "keepsake necklace" and much more.

PRIMARY ACTS OF COPYRIGHT INFRINGEMENT**1) PLOT INFRINGEMENT:**

27. The basic plot of the Defendants' "Elysium" is almost identical to the basic plot of the Plaintiff's "Butterfly Driver". Compare:

"Butterfly Driver" Plot :

28. A poor man, living in the impoverished ruins of Earth, pays his family's emmigration out of their dangerous "zone" city by doing a dangerous mission for a disabled transporter -only to learn his seven year old daughter will die within seven days without medicine found on a satellite world for the super-rich (Uberopolis). But the hero is poor; and getting to the satellite world requires big money and special identification. Perhaps impossible, without the help of an outlaw political network. But the hero suffers the affliction of sudden, short, excruciating headaches. The hero also carries secrets the World President (who has been genetically reprogrammed to appear much younger than he is) will kill to suppress. The President deploys a special agent to apprehend the hero. The special agent doesn't want the assignment, so he negotiates for medical aid for his son. An important woman gives the hero a special "keepsake necklace". In the climatic finish, as the hero battles the villain, just when it finally looks as if the

1 hero might prevail, he falls to his knees, clutches his head and screams with a terrible headache.
 2 The hero somehow defeats the villain -but sustains a life threatenning injury. As the hero drifts
 3 off toward death, he dreams about the "keepsake necklace". The dream saves the hero. The hero's
 4 action impacts the world: allowing people to vote in an open election.

5 "Elysium" Plot :

6 29. A poor man, living in the impoverished ruins of Earth has five days to get to a satellite
 7 world for the super-rich (Elysium) to get medical care to save himself (and his girl-friend's sick
 8 and dying six year old daughter). But the hero is poor; and getting to the satellite world requires
 9 big money and special identification. Impossible without the help of an outlaw, disabled human
 10 trafficker -who requires that the hero do a dangerous mission in exchange for emmigration to the
 11 satellite world. While downloading information into his brain, the hero acquires the affliction of
 12 sudden, short, excrutiating headaches. The hero now carries secrets a powerful Elysium official
 13 (who has been genetically "re-atomized" to appear much younger than she is) will kill to possess.
 14 The official deploys a special agent to apprehend the hero. The special agent doesn't want the
 15 assignment, so he negotiates for restored privileges and a mansion on Elysium. The hero carries a
 16 "keepsake necklace", given to him by an important woman from his past. In the climatic finish, as
 17 the hero battles the special-agent villain, just when it looks as if the hero might finally prevail, the
 18 hero suddenly falls to his knees, clutches his head and screams with a terrible headache. But
 19 somehow the hero defeats the villain. But the hero must die to save much of the world. As he
 20 prepares to die the hero takes comfort in his "keepsake necklace", in a dream-like montage.
 21 The hero's action impacts the world: bringing medical aid, and perfect health, to the world.

22 SUMMARY: Plot Infringement

23 31. The Plaintiff's plot features: **1)** a giant satellite world for the super-rich; **2)** a hero
 24 prone to excrutiating headaches (which knock him to his knees); **3)** a villain who has been
 25 genetically reprogrammed to appear much younger than he/she is; **4)** advanced medicine found
 26 on the satellite world; **5)** a hero who must get to the satellite world for medicine (medical care);
 27 **6)** a "plight of immigrant" theme; **7)** a sick girl, who will die without the hero's action; **8)** a hero
 28 who is poor and needs I.D. and transport to a satellite world; **9)** an "anguish of living without

healthcare" theme; **10**) a disabled transporter who helps the hero; **11**) an agent (sent by the villain to apprehend the hero) who accepts the assignment after negotiating; **12**) a keepsake necklace, carried by the hero, which factors into the stories conclusion; **13**) an overpopulated, impoverished Earth, ruled by a rich elite who live on the satellite world.

31. The collection of unique plot features, in paragraph 30, outline a crafted expression, the plot of the Plaintiff's screenplay, "Butterfly Driver"; copyright of the plaintiff.

32. The Defendants' "Elysium" uses each aspect of the Plaintiff's plot, listed in paragraph 30, and much more; infringing on the Plaintiff's copyright protect work.

33. Further, in changing minor details about their work (e.g changing the hero's backstory; villain's gender) the Defendants made obvious effort to disguise their infringement.

2) CHARACTER INFRINGEMENT

34. Several characters from the defendants' movie, "Elysium", infringe on copyright protected characters from the Plaintiff's "Butterfly Driver". Compare:

THE HERO: Arlo vs Max

35. The heroes of both movies are tough, poor men, 35-45 years of age, who carry keepsake necklaces, and suffer a unique affliction: short, sudden, excruciating headaches, which cause the hero to stumble, grab his head and scream. Both heroes have with the same goals:

36. **THE HERO'S GOAL (Butterfly Driver):** the hero has less than 5 days to get from Earth to an orbiting satellite world for the rich, to get medicine to save his daughter.

37. **THE HERO'S GOAL, (Elysium):** the hero has less than 5 days to get to an orbiting satellite world for the rich, to get medical care to save himself (and inevitably, his girl-friend's daughter, too).

SUMMARY: Arlo vs Max

38. The Plaintiff's hero, Arlo Grainer: 1) is a 35-45 year old male, living around 100 years in the future; 2) is poor, living in the overpopulated ruins of a largely impoverished Earth; 3) has less than a week to get to the satellite world for the super rich; 4) contacts underworld figures to get I.D. and transport to the satellite world; 5) suffers from rare, brief, excruciating headaches; 6) suffers a headaches in the thick of battle in the climax; 7) must get medical aid (medicine) to save

1 his daughter; 8) carries a keepsake necklace from a special woman.

2 39. The characteristics and conditions listed in paragraph 38 are the expression of the
3 Plaintiff's copyrighted character, Arlo Grainer; from the Plaintiff's work "Butterfly Driver".

4 40. All of the characteristics and conditions, listed in paragraph 38, also apply to the
5 Defendant's character "Max". Thus, the Defendants' character "Max" infringes on the Plaintiff's
6 copyright protected character, "Arlo", and his copyright protected work, "Butterfly Driver".

7 41. Further, the Defendants made willful, obvious efforts to disguise their infringement
8 by changing Elysium's hero's name, job, parental status, and changing the hero's goal from
9 "needing to get to the satellite world to save his 7 year old daughter", to "needing to get to the
10 satellite world to save himself" -then attaching a female friend's 6 year old daughter to the goal.

11 THE HERO'S "AFFLICTION"

12 42. The Plaintiff's hero, Arlo, suffers rare ophthalmodynia (ice picks) headaches, so
13 excruciating they feel as if the sufferer's brain has been stabbed by an ice-pick. Thus, Arlo
14 occasionally falls to his knees, clutching his head, crying-out in pain. In the script's climax, Arlo
15 suffers a headache while fighting the villain. [Exhibit A pp. 23, 46, 105]

16 43. ELYSIUM manifests the exact symptoms of the "affliction" for it's hero; even the
17 reactions to pain. Max also suffers a headache in the climax. [Exhibit B pp. 62, 63, 77, 112].

18 COMPARISON of PLAINTIFF & DEFENDANTS' AFFLICTION "HEADACHES"

19 44. Note: the script "Elysium" contains four headache, but the film shows only three.
20 The Plaintiff's "Butterfly Driver" had three events -but the early WGA reg. version "Uberopolis:
21 City of Light" had four. The extra event from that script [EVENT #2] was added, for comparison.

22 LEGEND: Plaintiff's "Butterfly Driver" (BD) - in bold print [Exhibit A];

23 Defendants' "Elysium" - in regular print [Exhibit B]

24 45. FIRST EVENT:

25 (BD): Arlo suddenly falls to his knees, grabs his head, and growls in pain, "GRRRR." His
26 eyes roll back as he fights his way back to his feet. [Exhibit A p. 9]

27 (ELYSIUM): Max tries to run, but he collapses. He clasps his head in pain... Max clasps his
28 head like a migraine. The data creating an epileptic white static in his head. [Exhibit B p. 62,]

1 46. SECOND EVENT:

2 (BD): Arlo stands up then unexpectedly drops to his knees in pain. ARLO: "GGGRRRR!
3 Argh!" Arlo's eyes roll back behind his head, showing only the whites of his eyes for a
4 moment. Arlo cries out. ARLO: "AAAHHHH!" ["Uberopolis:City of Light" p. 33]
5 (ELYSIUM): Suddenly another blast of static pain grates through Max's brain. He screams,
6 holding his head. He staggers to his feet. [Exhibit B p. 63]

7 47. THIRD EVENT:

8 (BD): He (Arlo) suddenly falls to one knee and grabs his head, stricken by an ice-pick
9 headache. He growls. Eyes rolled back, Arlo rises to his feet, holding his temple, as if
10 defying the pain to stop him. [Exhibit A p. 46]
11 (ELYSIUM): Suddenly he has a mini seizure. The searing white light. The migraine. His head
12 wants to explode. He collapses to the ground... (more) [Exhibit B p. 77]

13 48. FOURTH EVENT:

14 (BD): Arlo releases his grip. Drexler slowly drops to his knees, blood dripping from his
15 face. ...As Arlo reaches for his gun a jolt of pain shoots through his head, driving him to
16 one knee. Arlo's eyes roll in their sockets as he groans and struggles to his feet. BANG! A
17 fist smashes Arlo in the face, knocking him to the ground. Arlo looks up to find Drexler
18 looming over him.

19 DREXLER: "Bad time for a headache." [Exhibit A p. 109].

20 (ELYSIUM): Max starts to get the upperhand when- A white hot flash of cerebral pain... He
21 trips and stumbles over desks and terminals, holding his head. Manual grabs Max and pulls him
22 back toward spider... Kruger rises, whips out a deadly throwing knife and wings it at Manuel.
23 Max uses every ounce of strength to will himself to his feet. [Exhibit B p. 112]

24 SUMMARY: Hero's Affliction

25 49. The unusual headaches (in paragraph 45-48) and the way they manifest in the
26 Plaintiff's character, Arlo (grabbing head, stumbling, crying-out), and the surprising way a
27 headache occurs in the story's climax, are the Plaintiff's unique expression and copyright.

28 50. In adopting the symptoms and signs of the Plaintiff's hero's affliction for the hero of

1 their work, "Elysium", the Defendants infringed on the Plaintiff's copyright protected character,
2 Arlo Grainer, and infringed on his copyright protected script, "Butterfly Driver".

3 51. As seen in paragraphs 45-48, the Defendants do not call these events "headaches";
4 rather, "migraines". But "migraine" is neurological disorder characterized by recurrent headaches.
5 The Defendants also, twice, call the events "seizures", and an "epileptic white static". Which
6 reveal the Defendants' misinformation of a serious disability -as epilepsy and epileptic seizures
7 do not cause sufferers to fall to their knees, screaming, clutching their heads. The Defendants also
8 call the event "A white hot flash of cerebral pain." "Cerebral pain" is a "headache".

9 52. The Defendants' willful misuse of language, as illustrated in paragraph 50, reveal an
10 obvious effort to disguise their infringement (e.g. using the terms "migraines", "seizures" and
11 "epileptic white static", to avoid the word "headache" -to appear to describe a different
12 "affliction", while describing a strikingly similar, virtually identical, reaction to the pain).

13 THE HERO'S "KEEPSAKE NECKLACE"

14 53. In the Plaintiff's, "Butterfly Driver", a character, "Benni", gives the hero, Arlo, a
15 keepsake necklace-pendant . As Arlo faces death, in the end of the screenplay, he has a dream in
16 which he sees the necklace-pendant Benni gave him. The dream saves Arlo's life and adds emotion
17 to the story. The pendant also has another special story behind it, too. The writer (Plaintiff) refers
18 to the necklace as a "necklance" and a "pendant". [Exhibit A pp. 54, 55, 65, 113]

19 54. In the Defendants' "Elysium" screenplay, a num gives the hero, Max, a keepsake
20 necklace-pendant. As Max faces death he looks at the necklace and remembers "Frey" (in a
21 dream-like way). The pendant also has another special story behind it. The Defendants refer to
22 the pendant as a "pendant", a "necklace", and once as a "locket". [Exhibit B pp. 29, 117, 120]

23 55. SUMMARY: In using a keepsake necklace, in "Elysium", just as the Plaintiff used a
24 keepsake necklace in "Butterfly Driver", the Defendants infringed on the Plaintiff's copyright.

25 THE VILLAIN: Drexler Vs Delacourt (Rhodes)

26 56. The Villains of both works (Drexler Butterfly Driver; Delecourt/Rhodes, Elysium)
27 have been genetically reprogrammed (or "re-atomized") to appear much younger than they really
28 are [Exhibit A p. 3; Exhibit B p. 18]; both villains send agents to apprehend the hero due to

1 information he possesses; and both villains order mass killings of prisoners traveling in
 2 space shuttles (a literary strategy to reveal the depth of the character's evil) [**Exhibit A p.105;**
 3 **Exhibit B pp. 12, 13**]; and both are seemingly evil, but committed to the belief that they are
 4 defending their elite ilk, [**Exhibit A pp. 93-96; Exhibit B p. 18**]. Additionally, The villain of
 5 Butterfly Driver, Drexler, is the World President. He used his media company to cheat himself
 6 into The Presidency. Again, following the Plaintiff's model, in the actual film, "Elysium", the
 7 villain, Delacourt, also devises an evil plan to cheat herself into The Presidency.

8 SUMMARY: Drexler vs Delacourt

9 57. The plaintiff's character, "Drexler": 1) has been genetically *"reprogrammed" to appear
 10 much younger than he is (*Elysium calls this medical technology "re-atomizing"); 2) is very rich;
 11 3) lives on a giant satellite world for the super-rich; 4) orders the mass killings of people
 12 traveling in space shuttles; 5) wants the story's hero apprehended due to information the hero
 13 possesses; 6) sends a special agent to apprehend a hero; 7) is evil, but committed to the belief that
 14 his deeds serve his rich, elite ilk; 8) cheats himself into the Presidency.

15 58. The characteristics, actions, wants and conditions listed in paragraph 57 are the
 16 Plaintiff's unique expression; forming his copyright protected character "Drexler", from his
 17 copyright protected work, "Butterfly Driver".

18 59. By adopting all (or substantial aspects) of each of the attributes, listed in paragraph
 19 57, for their villain, "Delacourt" ("Rhodes" in the original screenplay) the Defendants infringed
 20 on the Plaintiff's copyright protected character, and copyright protected work "Butterfly Driver".

21 60. In changing minor details about their character "Deleacourt" or "Rhodes" (gender,
 22 rank, making the character intent to cheat her way into the Presidency, rather than having already
 23 committed the deed) the Defendants made obvious efforts to disguise their infringement.

24 SICK CHILD: Franny Vs Matilda

25 61. In Elysium, Frey's sick 6 year old daughter, "MATILDA", dying from Leukemia, is an
 26 infringement on the character "FRANNY", from the Plaintiff's "Butterfly Driver". Compare:

27 62. FRANNY. In Butterfly Driver, "Franny" is Arlo's sick 7 year old daughter. She is
 28 dying of a respiratory disease. Franny's life hangs in the balance of the hero's actions; if he fails,

1 she dies. Thus, she is central to the story. Franny is finally saved by Arlo's heroic action, and is
2 seen alive and healthy in the script's final minutes.

3 63. MATILDA. In Elysium, 6 years old, "Matilda", is dying of Leukemia. Her life hangs
4 in the balance of the hero's actions; if he fails, she dies. Thus, she is central to the story. Matilda
5 is finally saved by Max's heroic action, and is seen alive and healthy in the story's final moments.

6 64. Franny's importance to the Plaintiff's work can't be overstated. She makes Arlo's
7 journey matter. She makes his goal worthy, the future relevant and the story matter.

8 SUMMARY: "Franny" Vs "Matilda"

9 65. The Plaintiff's character, "Franny", has these characteristics, conditions, and literary
10 duties: 1) Franny is a very sick little girl; 2) Franny will die in less than a week without hard to
11 obtain medicine or medical aid; 3) Franny's medicine or medical aid is only available on a
12 satellite world; 4) Franny is saved by the hero's heroic deeds; 5) the writer links Franny's fate to
13 the hero's success or failure -to make the hero's journey (and the future itself) meaningful; 6)
14 Franny is shown alive and well (for emotional appeal) in the closing moments of the screenplay
15 or film; 7) Franny lives in an overpopulated, polluted future Earth.

16 66. The unique characteristics, listed in paragraph 65 are the Plaintiff's unique expression
17 of his copyright protected character, "Franny", from his work, "Butterfly Driver".

18 67. The Defendant's, "Matilda", shares all attributes, conditions; and literary duties, listed
19 in paragraph 61. Thus, the Defendants' "Matilda" infringes on the Plaintiff's character, "Franny".

20 68. In making nuanced changes to "Matilda" (e.g. her name, age, her relationship to the
21 hero) the Defendants made willful and obvious efforts to disguise their infringement.

22 3) SETTING INFRINGEMENT:

23 69. Perhaps the most unusual settings in film this year, the two central settings of the
24 Defendants' "Elysium" infringe on the two central settings of the Plaintiff's "Butterfly Driver".

25 SETTING 1: GIANT SATELLITE WORLD FOR THE RICH

26 70. The Plaintiff's satellite is 3 miles in diameter [**Exhibit A p. 26**]. The Defendants' script
27 calls for a satellite 60 miles in diameter. But the film's satellite is 1 or 2 miles in diameter.

28 71. The plaintiff's satellite world has many unusual aspects: 1) it is an enormous satellite

1 world, with forests and large aquatic features; 2) only the super-rich live in the satellite's pristine
 2 biosphere; 3) there are fantastic medical technologies available on the satellite; 4) entering the
 3 satellite requires special identification; 5) it is home to the story's genetically reprogrammed
 4 villain; 6) it orbits an overpopulated, impoverished Earth; 7) it is where the final battle transpires;
 5 8) here, orange-jump-suited prisoners are seen boarding shuttles. **[Exhibit A pp.3, 33; Exhibit B**
 6 **p. 5]**; the satellite's citizen capacity is 300,000, when complete, 150,000 at the time of the story.
 7 Elysium capacity: 251,200. **[Exhibit A p. 4; and SEE Elysium website:**
 8 **<http://www.welcometoelysium.com/>]**

9 SUMMARY: Setting 1, Giant Satellite for the Rich

10 72. The list of features, in paragraph 71, are a simplification of the Plaintiff's expression of
 11 his copyright protected satellite world, Uberopolis, featured in his work, "Butterfly Driver".

12 73. The Defendants, "Elysium" uses all of characteristics listed in paragraph 71 for their
 13 satellite world. Thus, the Defendant's "Elysium" infringes on the Plaintiff's copyright.

14 74. Additionally, by never referring to Elysium as a "satellite" (to avoid the Plaintiff's
 15 language), and in making superficial changes to their satellite world (size, shape), the Defendants
 16 made obvious effort to disguise their infringement.

17 SETTING 2: DYSTOPIAN EARTH

18 75. The other central setting of both screenplays is the impoverished overpopulated ruin
 19 of Earth. On this setting, in both scripts:: 1) the poor have little access to medical care; 2) the
 20 hero lives in a slum, overrun by thugs and crime; 3) police and military vehicles loom in the sky
 21 and brutalize the poor **[Exhibit A pp. 7, 16, 52, 53 ; Exhibit B pp. 6, 7]**; 4) Army ships, full of
 22 "undesirables" are released into the slums **[Exhibit A p. 53; Exhibit B p. 5]**; 5) the poor are
 23 brutalized by the government of the satellite world (who also do a few kind things for the poor,
 24 such as provide supplies) **[Exhibit A p. 95; Exhibit B p. 17-18]**; 6) rich businesses build
 25 manufacturing plants in the slums to take advantage of the cheap labor **[Exhibit A pp. 47, 95;**
 26 **Exhibit B pp.15, 16, 27, 28]**; 7) people commonly travel by flying shuttles and flying cars; 8) the
 27 poor live in the ruins of cities in decay. (NOTE: Elysium's script doesn't specify "ruins", but its
 28 synopsis does, and the film illustrates this state).

SUMMARY: Setting 2, Dystopian Earth

76. The characteristics listed in paragraph 75 are the Plaintiff's expression of his dystopian vision of a future Earth, and his copyright, from his copyright protected work, "Butterfly Driver".

77. The Defendants', "Elysium", adopts (all, or significant aspects of) each of the conditions listed in paragraph 75, infringing on the Plaintiff's copyright.

78. In making superficial changes to their vision of Earth in "Elysium" (adding robots, changing the year, etc.) the Defendants made obvious efforts to disguise their infringement.

SETTING YEAR

79. Butterfly Driver is set in the year 2120. Elysium's original script says the movie is set in 2109. But the actual film and official synopsis revise that year to 2154. However, In 2010, on his website (before the Defendants had written their script) the Plaintiff changed the setting year of Butterfly Driver to 2144 -ten years from Elysium's final setting. **[See Exhibit N]**.

80. In placing Elysium's setting year near the Plaintiff's setting year, the Defendants adhere to and expand a pattern of infringement and similarity.

4) CENTRAL CONFLICT INFRINGEMENT

81. The "conflict" is/are the thing(s) that stands between the hero and his goal. The heroes of both, the Plaintiff's "Butterfly Driver", and the Defendants' "Elysium", have extremely similar goals. Both heroes need to get to a satellite world to access the satellite's medical technology. And both heroes must overcome identical (or extremely similar) conflicts, which are: 1) the hero is not a citizen of the satellite world; 2) the hero is poor; 3) the hero needs fake I.D. and help to get to a satellite world; 4) a powerful, evil, official wants the hero stopped; 5) the hero suffers debilitating headaches which make reaching his goal more difficult; 6) The evil, powerful official sends a special agent to apprehend the hero.

SUMMARY: Central Conflict

82. All of the story conflicts, enumerated in paragraph 81, together, are an expression of the Plaintiff's effort, from his screenplay, "Butterfly Driver", the Plaintiff's exclusive copyright.

83. The Defendants infringed on the Plaintiff's copyright by adopting all of the Plaintiff's central "conflicts", listed in paragraph 81, for their screenplay and film., "Elysium".

1 84. Further, the Plaintiff charges that in making three minor changes to the "conflicts" in
 2 "Elysium" (e.g. making the pursuing agent into an "evil" agent, and changing the gender and
 3 office of the evil Official), the Defendants made willful efforts to disguise their infringement.

4 5) THEME(S) INFRINGEMENT

5 85. The Plaintiff's "Butterfly Driver" has five central themes: 1) Survival without adequate
 6 healthcare is inhumane; 2) the plight of immigrants is brutal; 3) wealth corrupts and
 7 divides us; (literally -the poor on Earth, the rich on a satellite world);

8 4) Heroic Sacrifice (in Butterfly Driver: Arlo risks everything, taking a near fatal bullet, to
 9 save his daughter; Elysium: in the end, Max gives up his life to save Matilda and mankind.

10 5) Redemption comes from refusing to give up hope (the spiritual theme of both movies).

11 BUTTERFLY DRIVER: Arlo doesn't give up hope of saving his daughter. Thus, in the
 12 end, he finds redemption and liberates the world with free, fair elections. "Butterfly
 13 Driver" uses a rabbi, a cleric, a pastor and a necklace to reinforce this theme.

14 ELYSIUM: Max doesn't give up his dream of getting to Elysium; thus, finds redemption
 15 -and liberates the world. "Elysium" uses a nun and a necklace to reinforce this theme.

16 SUMMARY: Themes

17 86. The five themes (listed in paragraph 85) are (in the context of his script "Butterfly
 18 Driver", or in any substantially similar story), the artful expression and copyright of the Plaintiff.

19 87. The Defendants adopted all five of the Plaintiff's central themes for "Elysium", and
 20 thus, further infringe on the Plaintiff's copyright.

21 6) CATALYST, CRISIS, CLIMAX (and twist) INFRINGEMENT

22 88. Typically a screenplay has three imparitive "plot points": 1) catalyst, 2) crisis, 3) climax.
 23 Elysium borrows all three from the Plaintiff's, "Butterfly Driver".

24 89. **CATALYST:** the event that pushes the hero into action, and gives him his goal.

25 90. BUTTERFLY DRIVER: the hero learns his daughter has only about seven days to
 26 live, unless he can get to Uberopolis to get medicine to save her. [Exhibit A p. 35]

27 91. ELYSIUM: the hero learns he has only five days to live, unless he can get to Elysium
 28 for medical care. [Exhibit B p. 31] *His girl-friend's dying daughter must get there, too.

1 92. **CRISIS:** the story's low point, when all hope seems lost.

2 93. Usually the crisis occurs about halfway through the story. The Plaintiff's crisis occurs
3 near the third act, The Defendants also place their crisis near the end. Compare:

4 94. **BUTTERFLY DRIVER:** after struggling to get to Uberopolis, Arlo learns the
5 medication his daughter needs is not on the satellite world. [Exhibit A p. 83]

6 95. **ELYSIUM:** Arriving to Elysium, Max learns he can't be treated without wiping out the
7 data in his head, and Matilda can't be treated because she's not a citizen. [Exhibit B pp. 105, 106]

8 96. **CLIMAX:** where the hero confronts the villain and battles him to the end.

9 97. It was impartitive to the Plaintiff to set the climax on the giant satellite: the great battle
10 on the great satellite. Conversely, the Defendants started their climax on Earth; where the battle
11 could have ended. But Defendant, Neill Blomkamp, moved the dying child, her mother, the hero,
12 and the villain, all to the satellite world, to conclude the battle; emulating the effect as the
13 Plaintiff's script.

14 98. Both works have identical CLIMAX TWISTS: The hero battles the villain on the giant
15 satellite. They struggle. Finally the hero gains the advantage, then suddenly, the twist: the hero
16 has a massive headache. [Exhibit A p. 109; Exhibit B p 112]

17 SUMMARY: Catalyst, Crisis, Climax (and twist)

18 99. The Plaintiff's catalysts, crisis, climax (and "climax twist") are the Plaintiff's structure
19 and expression; and are (in the Plaintiff's "Butterfly Driver" or in any similar work) the Plaintiff's
20 copyright.

21 100. As shown in paragraph 88-98, the Defendants' catalyst, crisis and climax are identical,
22 or extremely similar to the Plaintiff's work; thus, they infringe on the Plaintiff's copyright.

23 7) INCITING INCIDENT INFRINGEMENT

24 101. **INCITING INCIDENT:** the event that takes the hero out of his normal routine world.

25 102. The Plaintiff's inciting incident occurs midway through the first act. The Defendants',
26 "Elysium", uses the Plaintiff's inciting incident as the first event of the second act.

27 103. **BUTTERFLY DRIVER'S INCITING INCIDENT:** Arlo learns bounty hunters are
28 closing in on him. He realizes he has to get his wife and kids out of their dangerous "zone" city

1 and into the rich, safe "State". But he needs money to pay their transport and immigration
 2 ("repatriation") fees. Arlo turns to his friend -a local underground transporter. The transporter
 3 has a disability: he is a missing arm. The transporter arranges Arlo's wife and kids' transport and
 4 immigration -BUT Arlo must do a VERY dangerous mission in exchange.

5 104. ELYSIUM'S INCITING INCIDENT: Max learns he has radiation poisoning and has
 6 only five days to live. His only hope is to get to the satellite city, Elysium, for medical care. With
 7 no money to pay, Max asks his friend (a local underground transporter) to smuggle him to
 8 Elysium. The transporter has a disability: he has a paralyzed leg. The transporter agrees to
 9 transport Max -if Max does a VERY dangerous mission in exchange.

10 SUMMARY: Inciting Incident

11 105. The unusual structure of "paying for immigration transport by doing a very dangerous
 12 mission for a disabled underworld transporter," is the Plaintiff's expression and copyright.

13 106. As illustrated in paragraph 101-104, the Defendants "Elysium", adopts the Plaintiff's
 14 inciting incident, and thus infringes on the Plaintiff's copyright.

15 8) IDIOSYNCRATIC & STYLE INFRINGEMENT

16 107. The Plaintiff uses two words, one word play, and an unusual omission that can be
 17 considered idiosyncratic or style signature. The Defendants', "Elysium", uses these same (or, in
 18 one case, very similar) idiosyncrasies :

19 108. (A) BUTTERFLY DRIVER uses the very uncommon word "repatriate", in lieu of
 20 the word "immigrate". [Exhibit A pp. 12, 13, 34, 41 117].

21 109. ELYSIUM uses the word "repatriated" on page 5. [Exhibit B p. 5]

22 110. NOTE: The word 'repatriation is extremely uncommon. It's usually used in association
 23 with war. The Plaintiff chose it to reference immigration in a warlike atmosphere. In "Elysium"
 24 the word is an exotic departure from Blomkamp's ordinarily simple, casual story language.

25 111. (B) BUTTERFLY DRIVER uses the term genetic "reprogramming" for the act of
 26 reversing the effects of disease, age, and physically improving a person [Exhibit A p. 3, 36, 90).
 27 ELYSIUM uses a similar term "reatomizing" for the act of reversing the effects of disease and
 28 age, and physically improving a person. [Exhibit B pp. 2, 4, 104)

1 112. (C) BUTTERFLY DRIVER shows humans killed in space and their bodies left to
 2 fall back to Earth. The Plaintiff uses the terms "disposal" and "litter" to show the dead bodies are
 3 the new "trash" hazard. Playing with this motif, the villain, Drexler, orders a shuttle set for
 4 "disposal" -meaning: dump all aboard into space. [Exhibit A pp. 3, 31, 107, 105, 108]

5 113. ELYSIUM: Before Rhodes orders Kruger to destroy two shuttles full of immigrants
 6 (to let their bodies to fall to Earth) she asks how many of the ships are a "debris danger" -playing
 7 on the "trash" motif. [Exhibit B pp. 10, 11] (the "debris danger" line was cut out of the movie).

8 114. (D) BUTTERFLY DRIVER omits the racial identities of the central characters, to
 9 reflect a less "racial" future. Omitting this information is unusual for a screenplay.

10 ELYSIUM also omits any mention of the racial identity of its central characters.

11 SUMMARY: Idiosyncratic and Style Infringement

12 115. The Plaintiff's idiosyncratic elements, enumerated in paragraphs 107-114, are his
 13 copyright. In adopting these idiosyncrasies the Defendants infringed on the Plaintiff's copyright.

14 9) TECHNOLOGICAL 'VISION' INFRINGEMENT

15 116. The central technologies in the Plaintiff's "Butterfly Driver" are: an advanced
 16 satellite world for the rich, and medical technologies. "Elysium" also features the central
 17 technologies of a satellite world for the rich, and medical technology (one of these medical
 18 technologies is identical to the Plaintiff's medical technology, "genetic reprogramming").

19 117. SUMMARY: The Defendants' technological "vision" in "Elysium", infringes on the
 20 Plaintiff's copyright, and conforms to a pattern of similarity and infringement by the Defendants.

21 10) RESOLUTION SIMILARITY

22 118. In both scripts, the heroes of actions have unlikely global consequences. Compare:

23 119. **"BUTTERFLY DRIVER" Global Impact Resolution:** The hero's actions topple
 24 the government, bringing much of the world free, open elections -as well as a new clean energy.

25 120. **"ELYSIUM" Global Impact Resolution:** because of one hero's actions, the
 26 government of Elysium is toppled, and medical aid is sent out to cure all the people of the world.

27 121. SUMMARY: The Defendants' resolution mirrors the nature, style and scale of the
 28 Plaintiff's resolution, and conforms to an expanding pattern of similarity and infringement.

1 **SECONDARY INSTANCES OF COPYRIGHT INFRINGEMENT**

2 1) SECONDARY SCENE INFRINGEMENT

3 140. The following scenes from the Plaintiff's work, were infringed on by "Elysium".

4 141. **(1)** In BUTTERFLY DRIVER, to gain access to the villain, Arlo, holds up an explosive
5 "A-cell" and threatens to detonate it if his demand is refused. Later, in an uncertain moment with
6 the villain, Arlo throws the A-cell out a window -initiating the climax. **[Exhibit A pp. 88, 97]**

7 142. In ELYSIUM, to get to Elysium, Max holds a grenade to his head and threatens to
8 detonate it if his demand is refused. Later, in an uncertain moment with the villain, Max suddenly
9 throws the grenade in a shuttle's cockpit -initiating the climax. **[Exhibit B pp. 94-95]**

10 (*Note: in the actual film, Max does not throw the grenade).

11 143. **(2)** In BUTTERFLY DRIVER, hero, Arlo, is strap-locked in a doomed shuttle, and
12 breaks free and struggles to saves his friend from his straps. **[Exhibit A p. 31]**

13 144. In ELYSIUM, hero, Max, must struggle to free his friend, Frey, who is strap-locked
14 in the seat of a doomed shuttle. **[Exhibit B p. 96-99]**

15 145. **(3)** Butterfly Driver: Jerry negotiates with insurers for his son's life. **[Exhibit A p. 22]**

16 146. Elysium: Frey negotiates with hospital for her daughter's life. **[Exhibit B pp. 26, 27]**

17 147. **(4)** In BUTTERFLY DRIVER, the villain, Drexler, is extremely strong because he
18 was reprogrammed without myostatin **[Exhibit A p. 36]**. Drexler also refers to himself as
19 "immortal", suggesting he feels superior to regular humans. **[Exhibit A p. 99]**

20 148. In ELYSIUM, the villain, Kruger possesses "immense strength" **[Exhibit B p. 20]**, from
21 re-atomizing. Kruger calls the humans on Earth "humans" and "peasants", suggesting he thinks
22 he and Elysians are superior to regular humans. **[Exhibit B pp. 57, 67, 91]**

23 149. **(5)** In BOTH screenplays tech programmers must forge documents to get the heroes
24 into Uberopolis and Elysium, respectively. **[Exhibit A pp. 57-58, Exhibit B pp. 44]**

25 150. **(6)** BUTTERFLY DRIVER: Arlo has tracker cut out of his neck. **[Exhibit A p. 33]**

26 151. ELYSIUM: Kruger cuts ID & tracking chip out of his wrist. **[Exhibit B p. 57]**

27 152. SUMMARY: Paragraphs 140-151 are further instances and evidence of the
28 Defendants' "Elysium" infringing on the Plaintiff's copyright protected work, "Butterfly Driver".

2) SECONDARY CHARACTER INFRINGEMENT

(1) **Rianna & Benni Vs Frey :**

122. Elysium's character FREY is a hybrid character based on the characters RIANNA & BENNI from the Plaintiff's copyright protected work, "Butterfly Driver". Compare:

123. BUTTERFLY DRIVER: Rianna lives in an uneducated slum, but is an educated, devoted mother; while Benni is beautiful, hopeful, but disappointed with the men around her. [Exhibit A p. 52].

124. ELYSIUM: Frey lives in an uneducated slum, but is an educated, tough and devoted mother -also beautiful hopeful and disappointed with the men around her [Exhibit B p. 75].

125. BUTTERFLY DRIVER: the writer hints at an attraction between Benni and Arlo, but no romance occurs, as it would undermine the story's urgency. [Exhibit A p. 52]

ELYSIUM: there is an attraction between Frey and Max, but no romance occurs. [Exhibit B pp. 15, 75]

(2) **Jerry Vs Kruger:**

126. Although Elysium's "KRUGER" is evil and Butterfly Driver's JERRY Matthiessen is basically good, they have a few important things in common:

127. (A) JERRY and KRUGER are both sent to apprehend the hero by a high ranking official.

128. (B) BUTTERFLY DRIVER: when superiors ask agent Jerry Matthiessen to find Arlo, Jerry bargains for health care for his son, before accepting the mission. [Exhibit A pp. 25, 45]

129. ELYSIUM: when his superior asks special agent Kruger to apprehend Max, Kruger bargains for a mansion and more, before accepting the mission. [Exhibit B pp. 56, 57]

130. (C) BUTTERFLY DRIVER: Jerry works for government law enforcement, the OFI

131. ELYSIUM: Kruger works for government law enforcement, the CCB.

(3) **Dylan Vs Spider:**

132. The Defendants' character "SPIDER" bears a striking resemblance to the Plaintiff's "Butterfly Driver" character, "DYLAN". Compare:

133. In "Butterfly Driver" "Dylan" runs an underground base with flight path monitors on the walls. He sometimes transports immigrants. He is disabled: missing an arm. [Exhibit A p. 7]

1 134. In "Elysium" "Spider" runs an underground base, with flight path monitors on the
2 walls. He transports immigrants. He is disabled with a paralyzed leg. [Exhibit B p. 36]

3 **(4) Matty Vs Matilda:**

4 135. Elysium's character, "Matilda" (who infringes on Plaintiff's character, "Franny")
5 also bears striking resemblance to the Plaintiff's character "MATTY". Compare:

6 136. BUTTERFLY DRIVER: "Matty" is Jerry's sick 9 year old son. He is dying of a
7 respiratory disease. He wants to be healthy and get out of his air chamber. [Exhibit A p. 44]

8 137. ELYSIUM: "Matilda" is 6 and dying of Leukemia. She is the daughter of Frey, Max's
9 childhood sweetheart. Matilda wants to be healthy and get out of the hospital. [Exhibit B p. 66]

10 138. The fact that "Matilda" is the feminine form of "Matty" is also a significant similarity.

11 139. SUMMARY: Paragraphs 122-138 are further instances of the Defendants', "Elysium",
12 infringing on the Plaintiff's copyright.

13 MINOR SCRIPT INFRINGEMENT:

14 153. **(B)** BUTTERFLY DRIVER: A character named "VAN" reflects some current attitudes
15 toward immigrants, when he comments about an immigrant woman's hard work, "She just
16 repatriated. People from the state can't work like that." [Exhibit A p. 41]

17 154. ELYSIUM: reflects some current attitudes toward immigrants when Rhodes says,
18 "Jesus Christ. Yes, the real issue. The ungodly influx of immigrants..." [Exhibit B p. 17]

19 155. **(C)** BUTTERFLY DRIVER: the final battle and chase on Uberopolis, Arlo runs
20 through doors that take the fight under the metal city floor. [Exhibit A p. 101]

21 156. ELYSIUM: the final battle and chase on Elysium, Max goes through a hatch that takes
22 the fight under the metal city floor. [Exhibit B pp. 110-112]

23 157. **(D)** In BUTTERFLY DRIVER, Arlo's best friend is killed (by a state bounty hunter).
24 [Exhibit A p. 10]

25 158. In ELYSIUM, Max's best friend is killed (by state assassin, Kruger). [Exhibit B p. 64]

26 159. **(E)** BUTTERFLY DRIVER uses Bush era, post 911 terms to reinforce points, such as:
27 "I don't negotiate with State enemies," and tags like "embolden". [Exhibit A pp. 51, 88]

28 160. ELYSIUM borrows this stroke with "Homeland Defense" ("Homeland Security" in

1 the movie). [Exhibit B p. 2, 100]

2 161. (F) BUTTERFLY DRIVER: Drexler and leaders talk politics and P.R. [Exhibit A p.75]

3 162. In ELYSIUM: Delacourt, and leaders discuss politics and P.R. [Exhibit B pp. 17-18]

4 163. (G) In BUTTERFLY DRIVER, the massive climax battle causes chaos among civilians,
5 and causes security officers to evacuate as alarms blare. [Exhibit A p. 105]

6 164. In ELYSIUM, the massive climax battle causes chaos among civilians, and causes
7 security officers to evacuate as alarms blare. [Exhibit B p. 110]

8 165. (H) BUTTERFLY DRIVER: remote cameras track Arlo. [Exhibit A pp. 98, 103, 107]

9 In ELYSIUM: remote cameras track Max [Exhibit B pp.'80, 90]

10 166. (I) BUTTERFLY DRIVER: Characters refer to Arlo as a "LEGEND". [Exhibit A
11 pp. 14, 48]

12 167. ELYSIUM: Julio tells Max "... you used to be a "LEGEND". [Exhibit B p. 25]

13 168. Paragraphs 153-167 are further evidence of infringement, by the Defendants, of the
14 Plaintiff's copyrighted work, "Butterfly Driver", and expand a pattern of similarity.

15 INTERNET / MULTI-MEDIA INFRINGEMENT

16 169. Through his characters, the Plaintiff, showed the science and politics history behind
17 his world, and the backstories of his primary characters. The Defendants eliminated the social
18 and political history from their screenplay and film (and most of the character's backstories). But
19 they included this information on the official Elysium website. Some on these details further
20 infringe on the Plaintiff's "Butterfly Driver" script, listed below:

21 170. (A) In BUTTERFLY DRIVER, the villain, Drexler, is directly responsible for creating
22 Uberopolis. He is the richest man in the world and owner of the most profitable company ever -
23 Drexler Industries. Drexler Industries makes it's fortunes from 3 enterprises: 1) HEALTH &
24 MEDICAL; 2) REAL ESTATE (homes on Uberopolis); 3) its media company.

25 171. In ELYSIUM the evil character Carlyle is directly responsible for creating Elysium.
26 He is the CEO of Armadyne Corp. Armadyne is the most profitable company ever. Armadyne
27 makes its fortune from 3 enterprises: 1) HEALTH & MEDICAL COMPANY; 2) REAL ESTATE
28 (Elysium); 3) his robotics products. (<http://www.armadyne.net/company/leadership.php>)

1 172. **(B) BUTTERFLY DRIVER** : When the second half of Uberopolis is completed it will
 2 support 200,000 to 300,000 citizens. **[Exhibit A p. 4]**

3 173. The official ELYSIUM website says Elysium has a maximum capacity of 251,200
 4 citizens -approximating Uberopolis's capacity. (<http://www.welcometoelysium.com/>)

5 174. **(C)** In BUTTERFLY DRIVER, immigration into the state costs tens of thousands of
 6 dollars. But only citizens who pass an intelligence test can vote. **[Exhibit A pp. 12, 84]**
 7 On the ELYSIUM official website, it is revealed that legal immigration requires an IQ test. The
 8 website includes an IQ test site visitors can take. <http://www.itsbetteruphere.com/>

9 175. **(D)** In "BUTTERFLY DRIVER" the government of Uberopolis also governs Earth,
 10 from Uberopolis, and it is a corporate, business centered world government.

11 176. The official ELYSIUM website establishes that the government of Elysium also governs
 12 the Earth. It is a business centered government, governed by The Elysium Corporate Authority.
 13 (<http://www.armadyne.net/#../company/about.php>)

14 177. Paragraphs 169-176 are further evidence of the Defendants, "Elysium", infringes on
 15 the Plaintiff's copyright protected work, "Butterfly Driver".

16 MARKETING INFRINGEMENT

17 178. The synopsis is a filmmaker's foremost marketing tool. In 2010, the Plaintiff updated
 18 and posted a synopsis of "Butterfly Driver" on "The Amazing Mr. Excellent" website, to attract
 19 investment for "Butterfly Driver". The Defendants synopsis is patterned after the Plaintiff's. The
 20 Plaintiff's synopsis, from Aug. 6th, 2010, can be seen, archived on the Wayback Machine, at:
 21 <http://web.archive.org/web/20100807072930/http://www.mrexcellentmovie.com/future.html>
 22 **[See Exhibit N]**. That synopsis-logline reads:

23 179. **"BUTTERFLY DRIVER:** In 2144 Earth is grossly overpopulated, with 95% of the
 24 population living in poverty, while the elite .01% live on the giant man made luxury satellite,
 25 Uberopolis. Against this backdrop, in some anonymous slum, legendary soldier -and world's
 26 most wanted fugitive, Arlo Grainer, learns the polluted atmosphere will kill his daughter unless
 27 she receives an extremely costly drug. For that medicine Arlo will go across the globe and into
 28 the heart of Uberopolis, pursued by every bounty hunter on Earth".

1 180. **ELYSIUM** (Synopsis-Logline): "In the year 2154, two classes of people exist: the
2 very wealthy, who live on a pristine man-made space station called Elysium, and the rest, who
3 live on an overpopulated, ruined planet. The people of Earth are desperate to escape the crime
4 and poverty that is now rampant throughout the land. The only man with the chance to bring
5 equality to these worlds is Max (Matt Damon), an ordinary guy in desperate need to get to
6 Elysium. With his life hanging in the balance, he reluctantly takes on a dangerous mission -- one
7 that pits him against Elysium's Secretary Delacourt (Jodie Foster) and her hard-line forces -- but
8 if he succeeds, he could save not only his own life, but millions of people on Earth as well."

9 181. The Defendants' synopsis only mentions aspects infringed on from the Plaintiff's work
10 -no mention of robots, exoskeleton suits, or high-tech guns, as they are insubstantial, and added
11 only to disguise the infringement. The Defendants' synopsis follows the Plaintiff's synopsis
12 structure. Mention, first, the year; then the class division, then the satellite world, followed by
13 some plot details.

14 182. Paragraph 178-181 establish that the Defendants' "Elysium" marketing synopsis
15 is an infringement of the Plaintiff's copyright, and adheres to a pattern of infringement and
16 similarity between the two works, beyond coincidence, reason or probability.

17 **DEFENDANTS' ATTEMPTS TO APPEAR DISSIMILAR AND HIDE INFRINGEMENT**

18 183. Beyond the extensive copyright infringement, detailed in paragraphs 1-182, the
19 Defendants also attempted to hide their infringement in obious ways -as described in the
20 preceding paragraphs. Additionally, while making their film, "Elysium", the Defendants
21 implemented extreme measures to keep their infringement secret. This was done to keep the
22 Plaintiff unaware that his work was misappropriated. To keep their infringement secret, the
23 Defendants would not permitt any cast member to take a script home -including legendary
24 actress, Jody Foster. [See Exhibit O] The Defendants would not permit actors to see a script, to
25 review their lines, before auditioning, and cast and crew members were not permitted to reveal
26 any story details to the public.

27 184. The fact that the Defendants avoid using the word "satellite" to refer to their satellite
28 world "Elysium" in both their film and screenplay is part of their effort to appear dissimilar to the

1 Plaintiff's work.; done throughout "Elysium".

2 185. Upon learning of the impending infringement of his screenplay, on May 27th, 2013,
3 the Plaintiff began contacting attorneys about the case (about 50 attorneys), during the last days
4 of May and the first week of June -including one or more attorneys who decline because of
5 "conflicts of interests". In mid June a legal advisor advised the Plaintiff that if he had contacted
6 so many attorneys it's probable the Defendants are aware of the Plaintiff's impending legal action.

7 186. The plaintiff believes the Defendants may have been tipped about this litigation in
8 late May or early June; which gave the Defendants 2 months to re-edit the movie. Although the
9 Defendants' hero suffers three "character affliction" headaches, the Defendants removed one of
10 the headaches and may have tried to remove the other headaches, but could not, due to
11 insufficient coverage film footage. The Defendants would do this to make their film appear
12 dissimilar from the Plaintiff's story. Defendant, Neill Blomkamp is a special effects master;
13 virtually every special effect his script is executed just as described. Yet, two of the three
14 headaches that survived, into the film, are very short. And all three of the surviving headaches are
15 are missing the special effects described for them: the "epileptic white static" and the "blast of
16 static pain grates through Max's brain", and "The searing white light", and the "white hot flash of
17 cerebral pain..."

18 DEFENDANTS' PROFITS

19 187. As of October 8th, 2013, Elysium had earned over \$272,000,000, worldwide,
20 against a cost of 115,000,000 -amounting to assumed profits of \$157,000,000. The Defendants
21 may be overstating losses in anticipation of this litigation, as the budget for Elysium was listed as
22 \$90,000,000, from late May to late July, 2013. Then, late July, 2013, the budget suddenly
23 skyrocketed to \$115,000,000 -perhaps related to the notoriously dishonest accounting practices of
24 the film industry -often referred to as "Hollywood accounting". [See Exhibit P]

25 PERSONAL DAMAGES AND INJURY

26 188. The Plaintiff's "Butterfly Drivver" is a tight, thoughtful work, cultivated from the
27 American experience of a native Californian, transplanted to an immigrant community in New
28 York City (Inwood, Washington Heights) during the events of 911 (2001); forged from first-hand

1 perspective of the failures of the American healthcare system; and life-long witness experience of
2 the heart wrenching dichotomy engendered by America's immigration issues. Even "Franny", the
3 sick seven year old girl, was based on the Plaintiff's asthmatic (then) seven year old son.

4 189. Conversely, the Defendant(s)'s "Elysium" lacked any feeling of authenticity, and
5 was marred by story flaws; such as the collision of thoughtful and absurd ideas, a lack of
6 character depth, a lack of story consistency, a lack of subtlety, and a lack of basic science
7 knowledge (such as using turbine engines for space travel, more). Adding to these failings, the
8 Defendants' film promulgated conspicuously racist views; such as their vision of a future where
9 Latinos have amassed no wealth and (in the Defendants' eyes) have no work ethic -as seemingly
10 all Latinos, in their film and script, wish to illegally enter a space world (where no jobs are
11 offered to them) so they can live in mansions, illegally, get free health care, and not work. These
12 story flaws and offensive views contribute to "Elysium" poor reviews by most respected critics.

13 190. As a consequence of the Defendants' infringement, and their insensitive and
14 offensive social views, the Plaintiff's reputation may be permanently damaged by the ignominious
15 association with the Defendants' infringing work. The Defendants' infringement makes it much
16 harder for the Plaintiff to approach the filmmaking establishment for support on future works, as
17 Sony Pictures Ent., Inc. also owns Columbia Pictures, and fellow Defendant, TriStar Pictures.

18 191. The Defendant's infringement makes it impossible for the Plaintiff to market his
19 screenplay, as there is no room in the film market for two films about a poor man living in the
20 future ruins of an impoverished Earth, who needs to get to a satellite world for the super rich ,
21 etc. As affirmed by LEWIS GALOUB TOYS, INC. v. NINTENDO OF AMERICA, INC., 964
22 F.2d 965 (9th Cir. 1992) Judge FARRIS [Cite: The Supreme Court specifically affirmed finding
23 that the motion picture adaptation "impinged on the ability to market new versions of the story."
24 Stewart, 495 U.S. at 238]

25 SUMMARY

26 192. The Defendants' "Elysium" infringes on dozens of the Plaintiff's original
27 expressions, including the Plaintiff's elaborate PLOT, his CENTRAL CHARACTERS (including
28 the Plaintiff's HERO, his VILLAIN, his essential SICK GIRL, and others); it infringing on the

1 Plaintiff's SETTINGS (including the giant orbiting satellite city for the super-rich), his HERO'S
2 AFFLICTION (terrible random headache syndrome), the Plaintiff's HERO'S GOAL (getting to
3 satellite world for medical aid), all 5 of the Plaintiff's CENTRAL THEMES, the Plaintiff's 6
4 CENTRAL CONFLICTS, his CATALYST, his CRISIS, his INCITING INCIDENT (doing a
5 dangerous mission, for a disabled illegal transporter, to pay his family's immigration fees),
6 infringing on the Plaintiff's CLIMAX TWIST, his IDIOSYNCRATIC ELEMENTS, the
7 Plaintiff's GLOBAL IMPACT RESOLUTION, the Plaintiff's FUTURE TECHNOLOGY
8 (including the technology of genetic "reprogramming"), the Plaintiff's HERO'S KEEPSAKE
9 NECKLACE (which recurs in a dreamlike way in the story's final pages), and much more.

10 193. The Defendant's infringement is so extensive that when the Plaintiff's infringed
11 content is extracted from Elysium there is no story left to market -all that remains are robots, two
12 exoskeletons, some high-tech guns, and the hero's new backstory; all of which are simply "add-
13 ons", added to disguise infringement -not connected to the central story.

14 CLAIM ONE

15 194. The Plaintiff incorporates by reference all of the allegations of paragraphs 1
16 through 193, inclusive, as if fully set forth herein.

17 195. The Plaintiff alleges that the Defendants' film (and screenplay) "Elysium", infringes
18 on the Plaintiff's copyright of his original screenplay, "Butterfly Driver". The Defendant's willfully
19 infringed on his work for purposes of commercial advantage or private financial gain.

20 196. The Plaintiff incorporates by reference all of the allegations of paragraphs 1
21 through 195, inclusive, and alleges that in making derivatives, reproducing, distributing and
22 displaying publicly their infringing "Elysium", the Defendants violated the Plaintiff's exclusive
23 rights as the copyright owner of his original work "Butterfly Driver", pursuant to 17 USC § 106 ".

24 197. The Plaintiff incorporates by reference all of the allegations of paragraphs 1
25 through 196, inclusive, as if fully set forth herein. The Plaintiff further alleges the Defendant
26 (s) made crude and obvious efforts to to give their infringing work, "Elysium", the appearance of
27 dissimilarity from the Plaintiff's "Butterfly Driver".

28 198. The Plaintiff incorporates by reference all of the allegations of paragraphs 1

1 through 197, inclusive. The Plaintiff additionally alleges the Defendants' infringing conduct has
2 caused and is causing substantial and irreparable injury and damage to Plaintiff.

3 199 On information and belief, The Plaintiff alleges that, as a direct result of the
4 Defendants' wrongful conduct, the Defendants have realized and continue to realize profits,
5 rightfully belonging to the Plaintiff. As of October 1st, 2013, Elysium had earned over
6 \$272,000,000, against a cost of 115,000,000 -profits in excess of \$155,000,000, and growing.

7 **PRAYERS FOR RELIEF**

8 200. WHEREFORE, the Plaintiff asks the Court to enter judgment in his favor, and
9 against Defendants, Neill Blomkamp, Sony Pictures Ent., Inc., TriStar Picture, Inc., Media Rights
10 Capital, and Q.E.D. International, and grant the Plaintiff the following relief:

11 201. A.) Declare that the Defendants' unauthorized conduct violates the Plaintiff's rights
12 under the Federal Copyright Act;

13 202. B.) Pursuant to Title 17 USC § 503(b) the Plaintiff requests The Court order the
14 end of production and distribution, and the impounding and destruction of all original recordings
15 and all copies of the Defendants' film "Elysium", in all formats (DVD, CD, film, digital, etc), and
16 order the impounding and destruction of all derivatives (such as video games, soundtracks, etc.);

17 203. D.) As per Title 17 USC § 504(a)(b) the Plaintiff seeks Actual Damages (the
18 opportunity to make and market his film) and Lost Profits;

19 204. E.) Such other and further relief as the Court deems just and proper;

20 205. F.) Pursuant to Title 17 USC § 506(a)(1)(A), as the Defendants' actions were willful
21 and for purposes of commercial advantage, the Plaintiff asks the Court to hold the Defendant(s)
22 criminally accountable as provided under section 2319 of Title 18.

23 206. G.) The Plaintiff also prays for the injunctive remedies of: ordering the stopping any
24 further and future sales and distribution of the Defendants' infringing work, "Elysium" (by that
25 name or any other name), in any form (digital, film, DVD, CD, online video, games, toys, etc.).

26 207. The Plaintiff incorporates by reference all of the allegations of paragraphs 1 through
27 208, inclusive, as if fully set forth herein. Consistent with the guidelines for injunctive remedies
28 to establish that the Plaintiff (the moving party) will suffer irreparable harm without the

1 injunctive measures. Consistent with the guidelines for injunctive remedies, the Plaintiff has
 2 presented a solid complaint and evidence supporting his claim that he will prevail. And,
 3 consistent with the guidelines for injunctive remedies, the Defendants will not be harmed by the
 4 injunction more than the Plaintiff will be harmed without them. And consistent with the
 5 guidelines for injunctive remedies, it is in the public's interest to be protected from being sold
 6 media and content misappropriated from other artists.

7 208. H.) Pursuant to 17 U.S.C. §§ 412, the Plaintiff's "Butterfly Driver" was preregistered
 8 under section 408 (f) before the commencement of the infringement (and that has an effective
 9 date of registration not later than the earlier of 3 months after the first publication of the work or
 10 1 month after the copyright owner has learned of the infringement). Thus, the Plaintiff prays of
 11 the Court for the remedy of reasonable fees for attorneys and disbursements, to be paid by the
 12 Defendants -as accrued, independent of, and in advance of judgement. The Plaintiff's U.S.
 13 Copyright Office registration effective date for his unpublished script, "Butterfly Driver", is June
 14 21st, 2013, which is seven weeks before the Defendants released, distributed and displayed
 15 publicly, "Elysium", in The USA and 11 other countries, on August 9th, 2013 (SEE:
 16 <http://www.imdb.com/title/tt1535108/releaseinfo>); which marked the commencement of the
 17 infringement -as any infringement before that date would be presumptively fair, non-profit
 18 activity. [LEWIS GALOOB TOYS, INC. v. NINTENDO OF AMERICA, INC. (9th Cir., 1992)
 19 (964 F.2d 965) "Game Genie users are engaged in a non-profit activity. Their use of the Game
 20 Genie to create derivative works therefore is presumptively fair." The Court also ruled in this
 21 case that, "a family's use of a Game Genie for private home enjoyment must be characterized as a
 22 non-commercial, nonprofit activity."].

23
 24 DATED: October 8th, 2013

25 Respectfully submitted,

26
 27 By: 

28 (Signature of Steve Wilson Briggs, Plaintiff)

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 45 of 182

EXHIBIT 3

**U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:17-cv-06552-VC**

Briggs v. Universal Pictures et al
Assigned to: Judge Vince Chhabria
Demand: \$9,999,000
Relate Case Case: [3:18-cv-04952-VC](#)
Cause: 28:1332 Diversity-Personal Injury

Date Filed: 11/13/2017
Date Terminated: 04/25/2018
Jury Demand: None
Nature of Suit: 360 P.I.: Other
Jurisdiction: Federal Question

Plaintiff

Steve Kenyatta Wilson Briggs

represented by **Steve Kenyatta Wilson Briggs**
681 Edna Way
San Mateo, CA 94402
510-200-3763
Email: snc.steve@gmail.com
PRO SE

V.

Defendant

Universal Pictures

represented by **Rochelle L. Wilcox**
Attorney at Law
865 South Figueroa Street, Suite 2400
Los Angeles, CA 90017
213-633-6800
Fax: 213-633-6899
Email: rochellewilcox@dwt.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Brendan Nathaniel Charney
Davis Wright Tremaine LLP
865 S. Figueroa Street
Suite 2400
Los Angeles, CA 90017
United Sta
213-633-6800
Fax: 213-633-6899
Email: brendancharney@dwt.com
ATTORNEY TO BE NOTICED

Defendant

Sony Pictures

represented by **Gregory Philip Korn**
Kinsella Weitzman et al LLP
808 Wilshire Blvd 3FL
Santa Monica, CA 90401
310-566-9800
Fax: 310-566-9850

Email: gkorn@kwikalaw.com
ATTORNEY TO BE NOTICED

Michael Joseph Kump
Kinsella Weitzman et al LLP
808 Wilshire Blvd 3FL
Santa Monica, CA 90401
310-566-9855
Fax: 310-566-9850
Email: mkump@kwikalaw.com
ATTORNEY TO BE NOTICED

Defendant

NBCUniversal

represented by **Rochelle L. Wilcox**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Brendan Nathaniel Charney
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Kevin Spacey

Defendant

Ariel Emanuel

represented by **Gregory Philip Korn**
(See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Matthew Damon

Defendant

Ben Affleck

Defendant

Neill Blomkamp

represented by **Gregory Philip Korn**
(See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Mordecai Wiczyk

represented by **Gregory Philip Korn**
(See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Asif Satchu

represented by **Gregory Philip Korn**
(See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Bill Block

Defendant

Dana Brunetti

Defendant

Media Rights Capital

Defendant

MRC II LP

Defendant

MRC II Distribution Company LP

represented by **Gregory Philip Korn**
(See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

MRC II Holdings LP

represented by **Gregory Philip Korn**
(See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Asgari Inc.

Defendant

Oaktree Entertainment Inc.

represented by **Gregory Philip Korn**
(See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
 (See above for address)
ATTORNEY TO BE NOTICED

Defendant**MRC I Hedge Co LLC**

represented by **Gregory Philip Korn**
 (See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
 (See above for address)
ATTORNEY TO BE NOTICED

Defendant**MRC SUB GP LLC****Defendant****MRC II Capital Company LP**

represented by **Gregory Philip Korn**
 (See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
 (See above for address)
ATTORNEY TO BE NOTICED

Defendant**MRC I Project Company LLC**

represented by **Gregory Philip Korn**
 (See above for address)
ATTORNEY TO BE NOTICED

Michael Joseph Kump
 (See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/13/2017	<u>1</u>	COMPLAINT against Ben Affleck, Asgari Inc., Bill Block, Neill Blomkamp, Dana Brunetti, Matthew Damon, Ariel Emanuel, MRC I Hedge Co LLC, MRC I Project Company LLC, MRC II Capital Company LP, MRC II Distribution Company LP, MRC II Holdings LP, MRC II LP, MRC SUB GP LLC, Media Rights Capital, NBCUniversal, Oaktree Entertainment Inc., Asif Satchu, Sony Pictures, Kevin Spacey, Universal Pictures, Mordecai Wiczyk (Filing fee \$ 400, Receipt Number 34611128977). Filed by Steve Wilson Briggs. Consent/Declination due by 11/27/2017. (Attachments: # <u>1</u> part 2, # <u>2</u> part 3, # <u>3</u> part 4, # <u>4</u> part 5, # <u>5</u> part 6, # <u>6</u> part 7, # <u>7</u> part 8, # <u>8</u> part 9, # <u>9</u> part 10, # <u>10</u> part 11, # <u>11</u> part 12, # <u>12</u> part 13, # <u>13</u> part 14, # <u>14</u> part 15, # <u>15</u> part 16, # <u>16</u> Civil Cover Sheet, # <u>17</u> receipt)(farS, COURT STAFF) (Filed on 11/13/2017) (Entered: 11/14/2017)
11/13/2017	<u>2</u>	Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 2/8/2018. Initial Case Management Conference set for 2/15/2018 11:00 AM in Courtroom C, 15th Floor, San Francisco. (farS, COURT STAFF) (Filed on 11/13/2017) (Entered: 11/14/2017)
11/13/2017	<u>3</u>	Summons Issued as to Ben Affleck, Asgari Inc., Bill Block, Neill Blomkamp, Dana

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 50 of 182

		Brunetti, Matthew Damon, Ariel Emanuel, MRC I Hedge Co LLC, MRC I Project Company LLC, MRC II Capital Company LP, MRC II Distribution Company LP, MRC II Holdings LP, MRC II LP, MRC SUB GP LLC, Media Rights Capital, NBCUniversal, Oaktree Entertainment Inc., Asif Satchu, Sony Pictures, Kevin Spacey, Universal Pictures, Mordecai Wiczky. (farS, COURT STAFF) (Filed on 11/13/2017) (Entered: 11/14/2017)
11/13/2017	4	NOTICE of Change of Address by Steve Wilson Briggs (farS, COURT STAFF) (Filed on 11/14/2017) Modified on 11/14/2017 (farS, COURT STAFF). (Entered: 11/14/2017)
11/21/2017	5	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Steve Wilson Briggs.. (farS, COURT STAFF) (Filed on 11/21/2017) (Entered: 11/22/2017)
11/21/2017	6	MOTION for Permission for Electronic Case Filing filed by Steve Wilson Briggs. (Attachments: # 1 Proposed Order)(farS, COURT STAFF) (Filed on 11/21/2017) (Entered: 11/22/2017)
11/27/2017	7	CLERK'S NOTICE of Impending Reassignment to U.S. District Judge. (Attachments: # 1 Certificate/Proof of Service) (ejkS, COURT STAFF) (Filed on 11/27/2017) (Entered: 11/27/2017)
11/27/2017	8	ORDER, Case reassigned to Judge Vince Chhabria. Magistrate Judge Laurel Beeler no longer assigned to the case. This case is assigned to a judge who participates in the Cameras in the Courtroom Pilot Project. See General Order 65 and http://cand.uscourts.gov/cameras. Signed by Executive Committer on 1/27/17. (Attachments: # 1 Notice of Eligibility for Video Recording)(haS, COURT STAFF) (Filed on 11/27/2017) (Entered: 11/27/2017)
11/28/2017	9	REASSIGNED CASE - NOTICE OF NEW HEARING DATE: You are notified that the Court has scheduled an Initial Case Management Conference before Judge Vince Chhabria upon reassignment. For a copy of Judge Chhabria's Standing Order and other information, please refer to the Court's website at www.cand.uscourts.gov . Case Management Statement due by 2/6/2018. Initial Case Management Conference set for 2/13/2018 01:30 PM in Courtroom 4, 17th Floor, San Francisco. The deputy clerk hereby certifies that on 11/28/2017 a copy of this order was served by sending it via first-class mail to the address of each non-CM/ECF user listed on the Notice of Electronic Filing. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 11/28/2017) (Entered: 11/28/2017)
12/07/2017	10	Order by Judge Vince Chhabria granting 6 Motion for Permission for Electronic Case Filing. The deputy clerk hereby certifies that on 12/7/2017 a copy of this order was served by sending it via first-class mail to the address of each non-CM/ECF user listed on the Notice of Electronic Filing.(knm, COURT STAFF) (Filed on 12/7/2017) (Entered: 12/07/2017)
12/08/2017	11	Judicial Referral for Purpose of Determining Relationship of Cases re 13-cv-4679-PJH. Signed by Judge Vince Chhabria on 12/8/2017. The deputy clerk hereby certifies that on 12/11/2017 a copy of this order was served by sending it via first-class mail to the address of each non-CM/ECF user listed on the Notice of Electronic Filing. (knm, COURT STAFF) (Filed on 12/8/2017) Modified on 12/11/2017 (knm, COURT STAFF). (Entered: 12/08/2017)
12/14/2017	12	CLERK'S NOTICE. The Court has determined that Cases 13-4679 PJH and 17-6552 VC are not related and no reassignment shall occur. (dtmS, COURT STAFF) (Filed on 12/14/2017) (Additional attachment(s) added on 12/14/2017: # 1 Certificate/Proof of Service) (dtmS, COURT STAFF). (Entered: 12/14/2017)
12/19/2017	13	NOTICE by Steve Kenyatta Wilson Briggs <i>Notice of Completion of Service</i> (Wilson Briggs, Steve) (Filed on 12/19/2017) (Entered: 12/19/2017)

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 51 of 182

12/26/2017	14	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of Service for NBCUniversal (proof of service for other defendants attached)</i> (Attachments: # 1 Certificate/Proof of Service, # 2 Certificate/Proof of Service, # 3 Certificate/Proof of Service, # 4 Certificate/Proof of Service, # 5 Certificate/Proof of Service, # 6 Certificate/Proof of Service, # 7 Certificate/Proof of Service, # 8 Certificate/Proof of Service, # 9 Certificate/Proof of Service, # 10 Certificate/Proof of Service, # 11 Certificate/Proof of Service)(Wilson Briggs, Steve) (Filed on 12/26/2017) (Entered: 12/26/2017)
12/28/2017	15	MOTION to Dismiss for Lack of Jurisdiction filed by Ariel Emanuel, MRC I Hedge Co LLC, MRC I Project Company LLC, MRC II Capital Company LP, MRC II Distribution Company LP, MRC II Holdings LP, Oaktree Entertainment Inc., Asif Satchu, Sony Pictures, Mordecai Wiczuk. Motion Hearing set for 2/8/2018 10:00 AM in Courtroom 4, 17th Floor, San Francisco before Judge Vince Chhabria. Responses due by 1/11/2018. Replies due by 1/18/2018. (Kump, Michael) (Filed on 12/28/2017) (Entered: 12/28/2017)
12/28/2017	16	Certificate of Interested Entities by Ariel Emanuel, MRC I Hedge Co LLC, MRC I Project Company LLC, MRC II Capital Company LP, MRC II Distribution Company LP, MRC II Holdings LP, Oaktree Entertainment Inc., Asif Satchu, Sony Pictures, Mordecai Wiczuk identifying Corporate Parent Sony Corporation for Sony Pictures. (Kump, Michael) (Filed on 12/28/2017) (Entered: 12/28/2017)
12/28/2017	17	Joinder by <i>Universal City Studios LLC and NBCUniversal Media, LLC to 15 Defendants' Motion to Dismiss Pursuant to Fed. R. Civ. P. 12(b)(1), or, in the Alternative, Fed. R. Civ. P. 8(a), 41(b), and/or 12(b)(6)</i> filed by NBCUniversal, Universal Pictures. (Wilcox, Rochelle) (Filed on 12/28/2017) Modified on 12/29/2017 (rcsS, COURT STAFF). (Entered: 12/28/2017)
12/28/2017	18	Certificate of Interested Entities by NBCUniversal, Universal Pictures (Wilcox, Rochelle) (Filed on 12/28/2017) (Entered: 12/28/2017)
12/28/2017	19	NOTICE by NBCUniversal, Universal Pictures <i>Defendants Universal City Studios LLC and NBCUniversal Media, LLC's Corporate Disclosure Statement (FRCP 7.1)</i> (Wilcox, Rochelle) (Filed on 12/28/2017) (Entered: 12/28/2017)
01/02/2018	20	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Brunetti proof of service</i> (Wilson Briggs, Steve) (Filed on 1/2/2018) (Entered: 01/02/2018)
01/02/2018	21	AMENDED COMPLAINT <i>FAC and All Exhibits</i> against All Defendants. Filed by Steve Kenyatta Wilson Briggs. (Attachments: # 1 Exhibit all FAC exhibits)(Wilson Briggs, Steve) (Filed on 1/2/2018) (Entered: 01/02/2018)
01/03/2018	22	NOTICE of Appearance by Gregory Philip Korn (Korn, Gregory) (Filed on 1/3/2018) (Entered: 01/03/2018)
01/03/2018	23	Response re 15 MOTION to Dismiss for Lack of Jurisdiction <i>Plaintiff's Opposition To Defendants' Motion To Dismiss</i> by Steve Kenyatta Wilson Briggs. (Wilson Briggs, Steve) (Filed on 1/3/2018) (Entered: 01/03/2018)
01/06/2018	24	MOTION for Sanctions <i>Against Defense Counsel</i> filed by Steve Kenyatta Wilson Briggs. Motion Hearing set for 2/15/2018 10:00 AM in Courtroom 4, 17th Floor, San Francisco before Judge Vince Chhabria. Responses due by 1/22/2018. Replies due by 1/29/2018. (Wilson Briggs, Steve) (Filed on 1/6/2018) (Entered: 01/06/2018)
01/07/2018	25	Declaration of Declaration in Support of Plaintiff's Motion For Sanctions in Support of 24 MOTION for Sanctions <i>Against Defense Counsel Declaration in Support of Motion For Sanctions Against Defense Counsel</i> filed by Steve Kenyatta Wilson Briggs. (Related document(s) 24) (Wilson Briggs, Steve) (Filed on 1/7/2018) (Entered: 01/07/2018)

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 52 of 182

01/16/2018	26	MOTION to Dismiss <i>Universal City Studios LLC's and NBCUniversal Media, LLC's Notice of Motion and Motion to Dismiss First Amended Complaint; Memorandum of Points and Authorities</i> filed by NBCUniversal, Universal Pictures. Motion Hearing set for 2/22/2018 10:00 AM in Courtroom 4, 17th Floor, San Francisco before Judge Vince Chhabria. Responses due by 1/30/2018. Replies due by 2/6/2018. (Attachments: # 1 Proposed Order)(Wilcox, Rochelle) (Filed on 1/16/2018) (Entered: 01/16/2018)
01/16/2018	27	MOTION to Dismiss <i>Plaintiff's First Amended Complaint</i> filed by Neill Blomkamp, Ariel Emanuel, MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczuk. Motion Hearing set for 2/22/2018 10:00 AM in Courtroom 4, 17th Floor, San Francisco before Judge Vince Chhabria. Responses due by 1/30/2018. Replies due by 2/6/2018. (Attachments: # 1 Declaration of Gregory Korn In Support of Defendant's Motion to Dismiss First Amended Complaint, # 2 Exhibit 1 to Gregory Korn Declaration In Support of Motion to Dismiss First Amended Complaint, # 3 Exhibit 2 to Gregory Korn Declaration In Support of Motion to Dismiss First Amended Complaint)(Kump, Michael) (Filed on 1/16/2018) (Entered: 01/16/2018)
01/16/2018	28	Request for Judicial Notice re 27 MOTION to Dismiss <i>Plaintiff's First Amended Complaint</i> filed by Neill Blomkamp, Ariel Emanuel, MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczuk. (Related document(s) 27) (Kump, Michael) (Filed on 1/16/2018) (Entered: 01/16/2018)
01/18/2018	29	REPLY (re 15 MOTION to Dismiss for Lack of Jurisdiction) filed by Neill Blomkamp, Ariel Emanuel, MRC II Capital Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczuk. (Korn, Gregory) (Filed on 1/18/2018) (Entered: 01/18/2018)
01/19/2018	30	CLERK'S NOTICE RESCHEDULING THE HEARING DATE RE 24 MOTION for Sanctions <i>Against Defense Counsel</i> , AND 15 MOTION to Dismiss for Lack of Jurisdiction SO THAT THEY MAY BE HEARD ON THE SAME DATE AND TIME AS THE MOTIONS TO DISMISS. The change in hearing date has no impact on the briefing schedule as set. Motion Hearing set for 2/22/2018 10:00 AM in San Francisco, Courtroom 02, 17th Floor before Judge Vince Chhabria. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 1/19/2018) (Entered: 01/19/2018)
01/22/2018	31	OPPOSITION/RESPONSE (re 24 MOTION for Sanctions <i>Against Defense Counsel</i>) filed by Neill Blomkamp, Ariel Emanuel, MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczuk. (Korn, Gregory) (Filed on 1/22/2018) (Entered: 01/22/2018)
01/22/2018	32	OPPOSITION/RESPONSE (re 24 MOTION for Sanctions <i>Against Defense Counsel</i>) <i>Defendants' Universal City Studios LLCs' and NBCUniversal Media, LLC's (1) Opposition to Motion for Sanctions and (2) Request for Award of Expenses Under F.R.C.P. 11(e)(2)</i> filed by NBCUniversal, Universal Pictures. (Wilcox, Rochelle) (Filed on 1/22/2018) (Entered: 01/22/2018)
01/22/2018	33	Declaration of Brendan N. Charney in Support of 32 Opposition/Response to Motion, <i>Declaration of Brendan N. Charney in Support of Defendants' Univesal City Studios LLC's and NBCUiversal Media, LLC's (1) Opposition to Motion for Sanctions and (2) Request for Award of Expenses Under F.R.C.P. 11(e)(2)</i> filed by NBCUniversal, Universal Pictures. (Related document(s) 32) (Charney, Brendan) (Filed on 1/22/2018) (Entered: 01/22/2018)
01/29/2018	34	ADR Clerk's Notice re: Non-Compliance with Court Order (ewh, COURT STAFF) (Filed on 1/29/2018) (Entered: 01/29/2018)
01/30/2018	35	OPPOSITION/RESPONSE (re 26 MOTION to Dismiss <i>Universal City Studios LLC's and NBCUniversal Media, LLC's Notice of Motion and Motion to Dismiss First Amended Complaint; Memorandum of Points and Authorities</i>) <i>Opposition To Defendant NBCU's</i>

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 53 of 182

		<i>Motion To Dismiss</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # 1 Declaration Declaration of Steve Wilson Briggs)(Wilson Briggs, Steve) (Filed on 1/30/2018) (Entered: 01/30/2018)
01/30/2018	36	OPPOSITION/RESPONSE (re 27 MOTION to Dismiss <i>Plaintiff's First Amended Complaint</i>) <i>Plaintiff's Opposition To Defendants' Motion To Dismiss</i> filed by Steve Kenyatta Wilson Briggs. (Attachments: # 1 Declaration Declaration of Steve Wilson Briggs)(Wilson Briggs, Steve) (Filed on 1/30/2018) (Entered: 01/30/2018)
01/30/2018	37	MOTION to Continue <i>Notice of Motion and Motion to Continue Case Management Conference and Extend Case Management Schedule (L.R. 16-2(d))</i> ; <i>Memorandum of Points and Authorities</i> filed by NBCUniversal, Universal Pictures. (Attachments: # 1 Proposed Order)(Wilcox, Rochelle) (Filed on 1/30/2018) (Entered: 01/30/2018)
01/30/2018	38	Declaration of Brendan N. Charney in Support of 37 MOTION to Continue <i>Notice of Motion and Motion to Continue Case Management Conference and Extend Case Management Schedule (L.R. 16-2(d))</i> ; <i>Memorandum of Points and Authorities</i> filed by NBCUniversal, Universal Pictures. (Related document(s) 37) (Charney, Brendan) (Filed on 1/30/2018) (Entered: 01/30/2018)
01/31/2018	39	Joinder re 37 MOTION to Continue <i>Notice of Motion and Motion to Continue Case Management Conference and Extend Case Management Schedule (L.R. 16-2(d))</i> ; <i>Memorandum of Points and Authorities</i> , 38 Declaration in Support, by Neill Blomkamp, Ariel Emanuel, MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczky. (Korn, Gregory) (Filed on 1/31/2018) (Entered: 01/31/2018)
01/31/2018	40	CLERK'S NOTICE RESCHEDULING THE INITIAL CASE MANAGEMENT CONFERENCE. Case Management Statement due by 3/6/2018. Initial Case Management Conference set for 3/13/2018 01:30 PM in San Francisco, Courtroom 04, 17th Floor. (<i>This is a text-only entry generated by the court. There is no document associated with this entry.</i>) (knm, COURT STAFF) (Filed on 1/31/2018) (Entered: 01/31/2018)
02/06/2018	41	REPLY (re 26 MOTION to Dismiss <i>Universal City Studios LLC's and NBCUniversal Media, LLC's Notice of Motion and Motion to Dismiss First Amended Complaint</i> ; <i>Memorandum of Points and Authorities</i>) <i>Reply Memorandum of Points and Authorities in Support of Defendants Universal City Studios LLC's and NBCUniversal Media, LLC's Motion to Dismiss First Amended Complaint</i> filed by NBCUniversal, Universal Pictures. (Wilcox, Rochelle) (Filed on 2/6/2018) (Entered: 02/06/2018)
02/06/2018	42	REPLY (re 27 MOTION to Dismiss <i>Plaintiff's First Amended Complaint</i>) filed by Neill Blomkamp, Ariel Emanuel, MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczky. (Korn, Gregory) (Filed on 2/6/2018) (Entered: 02/06/2018)
02/08/2018	43	Second MOTION for Sanctions <i>Against Defense Counsel</i> filed by Steve Kenyatta Wilson Briggs. Motion Hearing set for 3/15/2018 10:00 AM in San Francisco, Courtroom 04, 17th Floor before Judge Vince Chhabria. Responses due by 2/22/2018. Replies due by 3/1/2018. (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B, # 3 Exhibit Exhibit C)(Wilson Briggs, Steve) (Filed on 2/8/2018) (Entered: 02/08/2018)
02/09/2018	44	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>proof of service for Ben Affleck</i> (Wilson Briggs, Steve) (Filed on 2/9/2018) (Entered: 02/09/2018)
02/09/2018	45	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of service of summons, cover sheet, FAC, etc. for Defendant Bill Block</i> (Wilson Briggs, Steve) (Filed on 2/9/2018) (Entered: 02/09/2018)
02/09/2018	46	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of service of summons, cover sheet, FAC, etc. for Defendant Dana Brunetti</i> (Wilson Briggs, Steve)

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 54 of 182

		(Filed on 2/9/2018) (Entered: 02/09/2018)
02/09/2018	47	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of service of summons, cover sheet, FAC, etc. for Defendant Kevin Spacey</i> (Wilson Briggs, Steve) (Filed on 2/9/2018) (Entered: 02/09/2018)
02/09/2018	48	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Proof of service of summons, cover sheet, FAC, etc. for Defendant Matt Damon</i> (Wilson Briggs, Steve) (Filed on 2/9/2018) (Entered: 02/09/2018)
02/10/2018	49	Declaration of Steve Wilson Briggs in Support of 1 Complaint,, filed by Steve Kenyatta Wilson Briggs. (Related document(s) 1) (Wilson Briggs, Steve) (Filed on 2/10/2018) (Entered: 02/10/2018)
02/10/2018	50	Declaration of Steve Wilson Briggs in Support of 43 Second MOTION for Sanctions <i>Against Defense Counsel in support of MOTION FOR SANCTIONS AGAINST DEFENDANTS ATTORNEYS ROCHELLE L. WILCOX, AND MICHAEL J. KUMP</i> filed by Steve Kenyatta Wilson Briggs. (Related document(s) 43) (Wilson Briggs, Steve) (Filed on 2/10/2018) (Entered: 02/10/2018)
02/13/2018	51	CLERK'S NOTICE vacating the motion hearing scheduled for 2/22/2018. The Court will issue a written ruling based on the motions filed and the responsive briefs to those motions. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 2/13/2018) (Entered: 02/13/2018)
02/19/2018	52	ERRATA re 43 Second MOTION for Sanctions <i>Against Defense Counsel</i> by Steve Kenyatta Wilson Briggs. (Wilson Briggs, Steve) (Filed on 2/19/2018) (Entered: 02/19/2018)
02/21/2018	53	NOTICE of need for ADR Phone Conference (ADR L.R. 3-5 d) (Wilcox, Rochelle) (Filed on 2/21/2018) (Entered: 02/21/2018)
02/22/2018	54	ADR Clerk's Notice Setting ADR Phone Conference on March 7, 2018 at 10:30 AM Pacific time. Please note that you must be logged into an ECF account of counsel of record in order to view this document. (cmf, COURT STAFF) (Filed on 2/22/2018) (Entered: 02/22/2018)
02/22/2018	55	OPPOSITION/RESPONSE (re 43 Second MOTION for Sanctions <i>Against Defense Counsel</i>) filed by Neill Blomkamp, Ariel Emanuel, MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczuk. (Korn, Gregory) (Filed on 2/22/2018) (Entered: 02/22/2018)
02/22/2018	56	OPPOSITION/RESPONSE (re 43 Second MOTION for Sanctions <i>Against Defense Counsel</i>) <i>Defendants' Universal City Studios LLC's and NBCUniversal Media, LLC's (1) Opposition to Second Motion for Sanctions and (2) Request for Award of Expenses Under F.R.C.P. 11(c)(2)</i> filed by NBCUniversal, Universal Pictures. (Wilcox, Rochelle) (Filed on 2/22/2018) (Entered: 02/22/2018)
02/22/2018	57	DECLARATION of Brendan N. Charney in Opposition to 43 Second MOTION for Sanctions <i>Against Defense Counsel Declaration of Brendan N. Charney in Support of Defendants' Universal City Studios LLC's and NBCUniversal Media, LLC's Opposition to Plaintiff's Second Motion for Santions</i> filed by NBCUniversal, Universal Pictures. (Related document(s) 43) (Charney, Brendan) (Filed on 2/22/2018) (Entered: 02/22/2018)
02/26/2018	58	CLERK'S NOTICE RESCHEDULING THE INITIAL CASE MANAGEMENT CONFERENCE UNTIL AFTER PENDING MOTIONS HAVE BEEN ADJUDICATED. Case Management Statement due by 4/24/2018. Initial Case Management Conference set for 5/1/2018 01:30 PM in San Francisco, Courtroom 04, 17th Floor. <i>(This is a text-only</i>

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 55 of 182

		<i>entry generated by the court. There is no document associated with this entry.</i>) (knm, COURT STAFF) (Filed on 2/26/2018) (Entered: 02/26/2018)
02/28/2018	59	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Wilcox, Rochelle) (Filed on 2/28/2018) (Entered: 02/28/2018)
02/28/2018	60	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>with Defendant Mordecai Wiczuk</i> (Korn, Gregory) (Filed on 2/28/2018) (Entered: 02/28/2018)
02/28/2018	61	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>with Defendant Ariel Emanuel</i> (Korn, Gregory) (Filed on 2/28/2018) (Entered: 02/28/2018)
02/28/2018	62	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>with Defendant Sony Pictures</i> (Korn, Gregory) (Filed on 2/28/2018) (Entered: 02/28/2018)
02/28/2018	63	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>with Defendant MRC II Distribution Company LP</i> (Korn, Gregory) (Filed on 2/28/2018) (Entered: 02/28/2018)
02/28/2018	64	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>with Defendant Asif Satchu</i> (Korn, Gregory) (Filed on 2/28/2018) (Entered: 02/28/2018)
02/28/2018	65	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>with Defendant Neill Blomkamp</i> (Korn, Gregory) (Filed on 2/28/2018) (Entered: 02/28/2018)
03/06/2018	66	Supplemental Brief re 28 Request for Judicial Notice, filed by Neill Blomkamp, Ariel Emanuel, MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczuk. (Related document(s) 28) (Korn, Gregory) (Filed on 3/6/2018) (Entered: 03/06/2018)
03/07/2018	67	ADR Remark: ADR Phone Conference held on 3/7/2018 by Tamara Lange. (cmf, COURT STAFF) (Filed on 3/7/2018) <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (Entered: 03/07/2018)
03/12/2018	68	CLERK'S NOTICE vacating the Second Motion for Sanctions Against Defendants, scheduled for 3/15/2018. The Court will issue a written ruling based on the motion and responsive briefs connected to the motion. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 3/12/2018) (Entered: 03/12/2018)
03/14/2018	69	ORDER DENYING MOTIONS FOR SANCTIONS AND ORDER TO SHOW CAUSE. Plaintiff's Show Cause Response due by 3/21/2018. Defendants' Responses due by 3/28/2018. Signed by Judge Vince Chhabria on 3/14/2018. (knm, COURT STAFF) (Filed on 3/14/2018) (Entered: 03/14/2018)
03/15/2018	70	Request for Judicial Notice re 21 Amended Complaint filed by Steve Kenyatta Wilson Briggs. (Related document(s) 21) (Wilson Briggs, Steve) (Filed on 3/15/2018) (Entered: 03/15/2018)
03/20/2018	71	RESPONSE TO ORDER TO SHOW CAUSE by Steve Kenyatta Wilson Briggs (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B, # 3 Exhibit Exhibit C, # 4 Exhibit Exhibit D, # 5 Exhibit Exhibit E)(Wilson Briggs, Steve) (Filed on 3/20/2018) Modified on 3/20/2018 (fabS, COURT STAFF). (Entered: 03/20/2018)
03/20/2018	72	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs re 71 Response to Order to Show Cause, (Wilson Briggs, Steve) (Filed on 3/20/2018) (Entered: 03/20/2018)
03/28/2018	73	RESPONSE TO ORDER TO SHOW CAUSE filed by NBCUniversal, Universal Pictures . (Wilcox, Rochelle) (Filed on 3/28/2018) (Entered: 03/28/2018)
03/28/2018	74	RESPONSE TO ORDER TO SHOW CAUSE filed by Neill Blomkamp, Ariel Emanuel,

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 56 of 182

		MRC II Distribution Company LP, Asif Satchu, Sony Pictures, Mordecai Wiczuk . (Korn, Gregory) (Filed on 3/28/2018) (Entered: 03/28/2018)
04/24/2018	75	CLERK'S NOTICE RESCHEDULING THE INITIAL CASE MANAGEMENT CONFERENCE. Case Management Statement due by 5/22/2018. Initial Case Management Conference set for 5/29/2018 01:30 PM in San Francisco, Courtroom 04, 17th Floor. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (knm, COURT STAFF) (Filed on 4/24/2018) (Entered: 04/24/2018)
04/25/2018	76	ORDER DISMISSING CASE. Signed by Judge Vince Chhabria on 4/25/2018. (knm, COURT STAFF) (Filed on 4/25/2018) (Entered: 04/25/2018)
04/25/2018	77	JUDGMENT. Signed by Judge Vince Chhabria on 4/25/2018. (knm, COURT STAFF) (Filed on 4/25/2018) (Entered: 04/25/2018)
08/16/2018	78	ORDER OF REFERRAL TO DETERMINE WHETHER CASES ARE RELATED. Signed by Judge Sandra Brown Armstrong on 8/16/18. (dtmS, COURT STAFF) (Filed on 8/16/2018) (Entered: 08/16/2018)
08/28/2018	79	ORDER RELATING CASES 17-cv-6552-VC, Briggs v. Universal Pictures, et al., and 18-cv-04952-SBA, Briggs v. Spacey et al. Signed by Judge Vince Chhabria on 8/28/2018. (knm, COURT STAFF) (Filed on 8/28/2018) (Entered: 08/28/2018)
10/22/2018	80	CERTIFICATE OF SERVICE by Steve Kenyatta Wilson Briggs <i>Declartion re Defendants MRC, Satch, Wiczuk</i> (Wilson Briggs, Steve) (Filed on 10/22/2018) (Entered: 10/22/2018)
10/25/2018	81	Second MOTION for Default Judgment by the Clerk as to filed by Steve Kenyatta Wilson Briggs. (Attachments: # 1 Certificate/Proof of Service certification/declaration of Cecile Lusby, # 2 Affidavit Declaration of Plaintiff, # 3 Certificate/Proof of Service copy of proof of service of summons and complaint, # 4 Proposed Order proposed entry of default) (Wilson Briggs, Steve) (Filed on 10/25/2018) (Entered: 10/25/2018)
10/26/2018	82	Clerk's DECLINATION OF DEFAULT. Case was dismissed and judgment entered on 4/25/18. (Related documents(s) 81) (fabS, COURT STAFF) (Filed on 10/26/2018) (Entered: 10/26/2018)

PACER Service Center			
Transaction Receipt			
10/29/2018 13:57:56			
PACER Login:	Koralfoster0116:4624215:0	Client Code:	
Description:	Docket Report	Search Criteria:	3:17-cv-06552-VC
Billable Pages:	11	Cost:	1.10

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 57 of 182

EXHIBIT 4

1	Steve Wilson Briggs	FILED NOV 13 2017 SUSAN Y. SOONG CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA
2	4322 Chico Ave.	
3	Santa Rosa, CA 95407	
4	510 200 3763	
5	snc.steve@gmail.com	
6	PLAINTIFF In Propria Persona	
7		
8	UNITED STATES DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA	
10		LB
11	STEVE WILSON BRIGGS	Civ No: CV 17 6552
12	Plaintiff,	
13	vs	COMPLAINT FOR: 1. CONSPIRACY 2. OBSTRUCTION OF JUSTICE 3. FALSE STATEMENTS 4. BREACH OF CONTRACT 5. FRAUD AND FALSE STATEMENTS 6. DECEIT 7. NEGLIGENCE 8. GROSS NEGLIGENCE 9. VIOLATION OF CALIFORNIA LABOR CODE § 1700.39 10. VIOLATION OF UNFAIR BUSINESS PRACTICES ACT [CAL BUS & PROF CODE § 17200, ET SEQ.] 11. PERJURY 12. TAMPERING WITH EVIDENCE 13. WITNESS TAMPERING 14. SUBORNATION OF PERJURY DEMAND FOR JURY TRIAL
14	UNIVERSAL PICTURES;	
15	SONY PICTURES;	
16	NBCUNIVERSAL;	
17	KEVIN SPACEY;	
18	ARIEL (ARI) EMANUEL;	
19	MATTHEW (MATT) DAMON;	
20	BEN AFFLECK;	
21	NEILL BLOMKAMP;	
22	MORDECAI (MODI) WICZYK;	
23	ASIF SATCHU;	
24	BILL BLOCK;	
25	DANA BRUNETTI;	
26	MRC;	
27	all MRC entities and subsidiaries:	
28	(MEDIA RIGHTS CAPITAL; MRC II LP;	
	MRC II DISTRIBUTION COMPANY LP;	
	MRC II HOLDINGS, L.P.; ASGARI INC.;	
	OAKTREE ENTERTAINMENT, INC.;	
	MRC I HEDGE CO, LLC; MRC SUB GP,	
	LLC; MRC II CAPITAL COMPANY, L.P.;	
	MRC I PROJECT COMPANY, LLC)	
	Defendants.	

COMPLAINT

1

NATURE OF ACTION:

1. Pursuant to 28 U.S. Code § 1332 (as this matter involves Defendants who are not American citizens, and concerns violations that cross US state and international borders) the Plaintiff brings this lawsuit against the Defendants (**Defs**) for their willful violations of US and California state laws, done for their personal enrichment and/or to gain unlawful competitive advantage, through their participation in such actions and violations as:

1. Obstruction Of Justice: 6 days after Plaintiff filed his Notice of Appeal (in *Briggs v Blomkamp*, C134679 PJH), the Defs closed their social network (TriggerStreet), to destroy evidence and records, as this was their *access* point in *Briggs v Blomkamp*.
2. The Defs used Def Emanuel's influence with Universal Pictures to entice, persuade or bribe the enlistment of other conspirators, and as leverage against business rivals.
3. The Defendants created a social network, "TriggerStreet.com" (**TS**) to secretly and unlawfully access, appropriate and alter unsuspecting writers' work. The Defendants financially profited from these activities, or received film acting roles for themselves, or film production or distribution benefits;
4. Without informing TS members, the Defendants installed a secret counter-security feature on TS, which erased all access records if a member deleted their work.
5. Breach: TS's "Terms of Use" stated the site was made **solely for use in the USA**, yet Def Spacey went to London for a TS launch party and interviews, and went to Spain for a TS recruitment speech, to tout TS's "**400,000 members around the world.**"
6. Evidence will show Def Ari Emanuel, a talent agent, is also Hollywood's most powerful film producer—against California labor & business codes § 1700.39, which makes it unlawful for a talent agent to act as both agent and as an employer.
7. In a surreal move, in *Briggs v Blomkamp*, rather than hiring a copyright attorney, the Defs hired fixer/conman **Jeff Rovin**—a high school-educated fantasy writer—as their sole "expert" witness. Rovin provided falsified and fraudulent testimony to the court (surely on the Defs orders). Two years after *Briggs v Blomkamp* went to appeals, Rovin went on national TV, Fox News' "*The Sean Hannity Show*," Oct. 24, 2016, to admit he was a professional "fixer" (someone hired to make problems go

COMPLAINT

away by producing false documents and stories) for President Bill and Hillary Clinton. June 12, 2014, Plaintiff moved to exclude Rovin's report due to its gross fraud. Somehow the district court denied the Plaintiff's motion.

8. Defs rendered contracts relying false statements, misrepresentations and omissions.

9. Defs boasted TS had "industry standard" security, when, in fact, they removed all security features to allow themselves constant anonymous access to writer's works.

10. Defs made wild false promises to entice new writers, such as: "Our team has been extensively researching and designing TriggerStreet.com to ensure that it encapsulates every aspect of the user's desires and needs".

11. The Defendants conflict of interest-ridden relationships (e.g. Defs Emanuel's and Bill Block's secret co-ownership of Screenbid.com with Sony Picture's CEO M. Lynton, and Def Emanuel's unlawful co-ownership of MRC with Defs Satchu and Wiczky) created a culture where the Defs neglected to do basic due diligence. Thus, before they ever read a script, Sony and MRC agreed to buy the rights to Def Blomkamp's screenplay "*Elysium*," which was misappropriated from the Plaintiff.

JURISDICTION:

2. **Jurisdiction:** This court has subject matter jurisdiction per 28 USC § 1332(a)(2), as one or more Defendant are foreign citizens, and (a)(2), as one is a citizen of a different State.

3. **Venue:** venue is proper pursuant to 28 § 1391(b)(2) as events giving rise to this complaint occurred in this district, and 28 § 1391(d), by virtue of the Defendants' business transaction with this dist., and under 326 US 310 the Defs meet the minimum contact rule.

4. **Intradistrict Assignment:** San Francisco is the proper intradistrict assignment as a substantial part of the events and omissions, leading to this lawsuit, occurred in this district.

THE PARTIES:

5. **Plaintiff,** Steve Wilson Briggs, is a filmmaker, screenwriter, author and musician.

6. **Defendant** Universal Pictures is an American film studio; NBCUniversal subsidiary.

7. **Defendant** Sony Pictures is a subsidiary of the Japanese multinational Sony Corp.

8. **Def** NBCUniversal is a multinational media conglomerate & Comcast subsidiary.

9. **Defendant** Kevin Spacey is an American actor, and one of the men purportedly

1	responsible for creating the now defunct social network TriggerStreet (TS).
2	10. Defendant Ariel (Ari) Emanuel is a talent agent and co-CEO of WME-IMG.
3	11. Defendant Matt Damon is an American actor and screenwriter.
4	12. Defendant Ben Affleck is an American actor and screenwriter.
5	13. Defendant Neill Blomkamp is a South African-born film director. He is, on
6	information and belief, a Canadian or South African citizen.
7	14. Defendant Mordecai Wiczyk is the co-CEO of Media Rights Capital (MRC);
8	15. Def Asif Satchu is the co-CEO of MRC, and is believed to be a citizen of Canada.
9	16. Def Bill Block is CEO of Miramax (a subsidiary of beIN Media Group—a Qatari
10	company, owned by Al Jazeera) and a co-owner of Screenbid with Def Emanuel.
11	17. Defendant Dana Brunetti is credited with the conception of TriggerStreet.
12	18. Defendant MRC is a diversified global media company. It has many subsidiaries
13	and alternate names, including: MRC; MRC II LP; MRC II Distribution Company LP.
14	<u>RELATED CASES:</u>
15	19. This lawsuit is related to Briggs v. Blomkamp, et al, No. C134679 PJH, a copyright
16	case, currently in appeals. No aspect of this suit is contingent on the outcome of that matter.
17	Certain new events, related to Briggs v Blomkamp, informs this matter; such as:
18	1. Six (6) days after Briggs v Blomkamp moved to appeals, the Defs destroyed
19	essential case evidence (closing and destroying the entire social network website
20	TriggerStreet, without explanation); hence, the obstruction charge.
21	2. As Plaintiff researched the Obstruction Of Justice charges against Defs, he found
21	multiple reports of Def Spacey travelling to abroad to give speeches and host parties
22	to attract foreign member to TS, in violation of the website's "Terms of Use", stating
23	TS was made solely for use in the USA; contributing to the <i>breach</i> charges, herein.
24	3. As Plaintiff prepared to draft this Complaint, Jeff Rovin (the Defendants "expert"
25	witness from Briggs v Blomkamp) admitted on <i>The Sean Hannity Show</i> that he was
26	a professional "fixer" (hired to produce false stories for tabloids). This revelation,
27	coupled with the fraud contained in Rovin's report (in Briggs v Blomkamp) shores a
28	portion of the Subornation Of Perjury claims against the Defendants.

STATEMENT OF FACTS & ALLEGATIONS:

Brief Case Overview

20. The Defendants conspired to create and operate (for 12 years) a social network for screenwriters and filmmakers, known as **TriggerStreet** (referred to as **TS** in this Complaint). TriggerStreet (**TS**) was located at www.triggerstreet.com from 11/2002 to 07/2011, and at www.labs.triggerstreet.com from 07/2011 to 11/2014. The Defendants used **TS** to fraudulently access and acquire original film ideas. By using **TS**'s 400,000+ members to review, judge, and rank the best work, the Defendants were able to peruse the very best scripts at their leisure, alter them slightly, then produce and market them, as their own.

21. To entice the best undiscovered writers into joining **TS** and submitting their screenplays, the Defs published and rendered a contract comprised of false claims, deception and concealments. **TS**'s "Terms of Use", "About Us" and "Security" pages claimed to employ "industry standard" security, and boasted that **TS** "encapsulates every aspect of the user's desires and needs", when, in fact, **TS**'s security features were effectively non-existent. (Said **TS** websites pages "Terms of Use", "About Us" and "Privacy" are attached, respectively, as **Exhibit A**, **Exhibit B**, **Exhibit C**, and are incorporated by reference as if fully set out herein.) The Defs conspired to remove all security features on the website. Any member could download any script, without the writer knowing the downloader's ID. Only if an accessor chose to write a script review would the writer be informed of the accessor's ID—but only the accessor's pseudonym (fake name) ID, while others users who downloaded the script without leaving a review, left no trace at all.

22. More astounding, in 2007, the Defs added a new "counter-security" feature, **without informing members**, whereby if a member—concerned about security—deleted his script from **TS**, the deletion would trigger the erasure of all access records. This was done to conceal the Defs accessing the Plaintiff's work (only posted in 2007). In May 2016, in an Amazon Studios forum (<https://studios.amazon.com/discussions/Tx26JKEN8CYMP95>) a former **TS** member recalled that this "**memory dump**" feature was added in 2007. (Said forum is attached as "**Exhibit D**" and incorporated by reference as if fully set out herein; see last entry, page 4.) In 2014, as *Briggs v Blomkamp* proceeded through discovery, the

1	Plaintiff contacted TS to ask for their records of all the members who accessed his work.
2	(Said email is attached as “ Exhibit E ” and incorporated by reference as if fully set out
3	herein). TS replied that when his work was removed, all access records were erased. (Said
4	email is attached as “ Exhibit F ” and is incorporated by reference as if fully set out herein.)
5	23. TS falsely assured members that the site was intended <u>solely for use in the USA</u> .
6	But Spacey and Brunetti secretly marketed TS all around the world.
7	24. Through secret and private business co-ownerships with key CEOs, in businesses
8	like Screenbid and MRC, Def Emanuel cultivated unethical relationships with Universal
9	Pictures, Sony Pictures, MRC, QED, etc. Thus, these companies would finance and
10	distribute almost any project Emanuel asked, ignoring due diligence and best practices.
11	25. The Defendants’ final illegal action occurred on Nov 6th, 2014, 6 days after
12	Plaintiff filed his Notice Of Appeal (Briggs v Blomkamp), when the Defs surreptitiously
13	closed TS, to destroy incriminating evidence —understanding the district court based its
14	MFSJ ruling on vacated law, rather than prevailing law—cited by Plaintiff. Thus, the case
15	was apt to be remanded for trial, where the Plaintiff would subpoena all site access records.
16	NOTE:
17	26. This Complaint reveals Def Ari Emanuel lead a conspiracy to misappropriate ideas
18	using TS and ProjectGreenlight.com (Project Greenlight), to market these ideas to his
19	business partners at Sony Pictures, MRC, Universal Pictures, parent NBCUniversal, etc.
20	Relevant to this, Def Emanuel has represented Defs Ben Affleck and Matt Damon for most
21	of their careers. Curiously, like Spacey, Affleck and Damon ran a screenwriter/filmmaker
21	website, Project Greenlight, from 2000-05 and 2015-16. Curiously, both sites used peculiar
22	language like <i>peer-to-peer</i> , and used <i>peer reviews</i> to weed out bad scripts. And curiously,
23	Spacey, Damon and Affleck were the only celebrities with screenwriter websites from
24	2000-2014. In 2005, writer Joel Lamontagne sued Project Greenlight and Harvey
25	Weinstein’s Miramax , alleging the TV series <i>Project Runway</i> (2005-present) was stolen
26	from a treatment he submitted to Project Greenlight. The allegedly stolen work became the
27	property of Universal Pictures’ parent, NBCUniversal . Def Emanuel’s shadowy projects
28	eventually becoming the property of Universal is a recurring pattern in this Complaint.

COMPLAINT

BACKGROUND FACTS:**THE SIX (6) PRIMARY DEFENDANT ACTORS:****ARI EMANUEL (DEFENDANT)**

27. Defendant Ari Emanuel is the co-CEO of William Morris Endeavor (WME, aka WME-IMG). Prior to this, Def Emanuel was the CEO of Endeavor Talent Agency (1995-2009), where his aggressive manner and unethical business practices became notorious, inspiring the character *Ari Gold* in the HBO TV series "Entourage". Under Def Emanuel Endeavor was sued by Sandra Epstein for sexual harassment in 2002. (Emanuel is a close associate of many of America's most notorious sexual harassers.) Epstein suit also accused Def Emanuel of making racist remarks, and in 2014 WME was found guilty at arbitration of racial discrimination. WME-IMG seems to attract clients who share Def Emanuel's values; thus WME-IMG disproportionately represents aging white clients and *difficult* clients that other agencies avoid (Charlie Sheen, Russell Crowe), and clients who are more conservative, or politically unaware, than the rest of Hollywood.

28. November 20th, 2016, Def Emanuel traveled to New Jersey to congratulate President-elect Trump. Emanuel is also President Trump's former talent agent. Predictably, *The Apprentice* (starring Trump) was broadcast on **NBCUniversal**. Recently, *The Hill* (and others) reported that it was Def Emanuel who helped get the accused serial sexual predator elected President, by sealing the Miss Universe tape archives, so no further tapes of candidate Trump sexually harassing beauty contestants would be released. (Said "The Hill" article is attached as "**Exhibit G**" and is incorporated by reference as if fully set out herein.)

ASIF SATCHU (Defendant)

29. Defendant Asif Satchu was born in Kenya but moved to **Canada** when he was 6 years old. Satchu, like Def Blomkamp, is believed to be a Canadian citizen. (Canadian connections are a recurring feature in this matter.) Def Satchu is a co-founder of MRC, with Wiczyk. Def Satchu is the brother of **Reza Satchu**, an enormously successful Canadian businessman. Def Satchu and Reza, both graduated from Canada's **McGill University**. Def Satchu is something of a business and business-technology genius. **In 1999 Satchu co-founded SupplierMarket.com** with Jon Burgstone (Reza Satchu was also a heavily

1 invested partner). SupplierMarket.com facilitated the **international sales and distribution**
 2 of software, bolts, nuts, fasteners, rubber and glass products, corrugated packaging, and
 3 probably anything else. **Only 18 months later, Aug. 2000, Satchu and his partners sold**
 4 **SupplierMarket for \$950,000,000.** Def Satchu graduated from Harvard (MBA) in 1999.

5 **MORDECAI (MODI) WICZYK (Defendant)**

6 30. Defendant Modi Wiczuk is an American born business man, co-CEO and
 7 co-founder of MRC (with Defendant Satchu). Wiczuk is the **visionary** of this conspiracy.

8 31. Around 1995, fresh out of college, Defendant Wiczuk began working at Summit
 9 Entertainment, LLC. That was the first year Summit began producing and financing films
 10 (prior, Summit had exclusively sold US films abroad), surely the vision of Def Wiczuk.

11 32. Only four years later, in 1999, when Wiczuk was only 27, Summit Entertainment
 12 made Wiczuk their Senior Vice President of Production and Acquisitions. That same year,
 13 1999, Wiczuk sent out his now famous memo (more about this later), **which would make**
 14 **him one of the most influential and sought after men in Hollywood.** Within a year, in
 15 2000, likely on the order of Def Ari Emanuel, Def Wiczuk was **hired by Universal**
 16 **Pictures** as Vice President of Productions, where Wiczuk served for 2 years, until January
 17 2002, when Def Ari Emanuel made Wiczuk a partner at Emanuel's Endeavor Talent
 18 Agency. Def Wiczuk graduated from Harvard (MBA) in 1999.

19 **KEVIN SPACEY (Defendant).**

20 33. Defendant Kevin Spacey is an Academy Award winning actor. His career was
 21 floundering and at its nadir in 2000 when the conspiracy(s) detailed herein began, and
 21 when, purportedly, he and Def Brunetti conceived of TS. Def Spacey, who dropped out of
 22 Juilliard School in his sophomore year, has no known web-design skills. Seemingly,
 23 Spacey's only value to the TS social network was as a high-profile, semi-likeable celebrity,
 24 whose promise of "industry access and exposure" would lure the best undiscovered writers
 25 to the website, to unwittingly surrendering their wares to the Defendants.

26 **DANE BRUNETTI (Defendant)**

27 34. Defendant Brunetti has no known college education. He joined the US coast guard
 28 in 1992, at 18 or 19. Brunetti met Spacey around 1998, while Brunetti was selling cell

1 phones in New York. Brunetti soon became Spacey's partner and personal assistant. It is
 2 purported around the internet (including on Wikipedia) that Brunetti was responsible for
 3 designing TriggerStreet.com. That is one operational assumptions of this complaint.
 4 However, there is no evidence that Brunetti possessed any of the skills required to design a
 5 social network. The Plaintiff suspects Def Asif Satchu (who founded the internet-based
 6 marketplace SupplierMarket.com) may be the website's true designer and talent coordinator.

7 **MRC**

8 35. MRC is a television and film studio, founded by its co-CEOs Defs Asif Satchu and
 9 Modi Wiczuk. MRC was started in 2003 with money provided by Def Ari Emanuel
 10 (although MRC often reports it was started in 2006 or 2007). Def Emanuel is a silent
 11 partner in MRC. Unlike most ethical companies MRC operates under many names. Likely,
 12 only Defs Emanuel, Satchu and Wiczuk know what these companies do. But such LLC
 13 companies are a hallmark of money laundering networks (see Dept of Treasury's FinCEN
 14 report). The Plaintiff is aware of 11 MRC companies: **MRC, Media Rights Capital; MRC**
 15 **II LP; MRC II Distribution Company LP (foreign based); MRC II Holdings, LP;**
 16 **Oaktree Entertainment, Inc. (a foreign stock business); MRC I Hedge Co, LLC; MRC**
 17 **II Capital Company, LP; MRC Sub Gp, LLC; MRC I Project Company, LLC; Asgari**
 18 **Inc.** Plaintiff believes that most of these *companies* are "shell" companies (fronts for illegal
 19 activity), existing to launder money and other transactions. Working in conjunction with
 20 Def Bill Block (Miramax CEO) and Al Jazeera or beIN Media Group (Miramax's parent),
 21 and perhaps with Satchu's Kenyan-based family, these shells may also be responsible for:

- 21 a. producing and selling ideas taken from TS to foreign markets (not for US release);
- 22 b. financing foreign films that utilize ideas taken from TS (not for US release).

24 **Def Ari Emanuel's Relationship With Defendant Spacey:**

25 36. Defendant Ari Emanuel likely first met Defendant Kevin Spacey between 1987 and
 26 1989, when both men were at Creative Artist Agency (CAA). In 1987 Def Ari Emanuel was
 27 a new CAA talent agent, working in TV casting. In 1987 Def Kevin Spacey, represented by
 28 CAA, was working in Los Angeles, and appeared in 9 episodes of the TV series "Wiseguy".

Def Emanuel's Notorious Connection to Def Wiczuk & Satchu:

37. Defendant Ari Emanuel is a quiet partner in MRC. Thus, by casting WME-IMG actors in MRC films, Def Emanuel profits both as an agent, and as a studio owner. This arrangement is a conflict of interest, in violation of CA Labor Code 1700.39.

38. In 2007, The New York Times published an article called *"Tilting The Balance of Power Toward Talent Agency Clients"* (by Mike Cieply), which looked at the questionable relationship Def Ari Emanuel has with MRC, among other matters. (Said article "Tilting The Balance of Power Toward Talent Agency Clients" is attached as **"Exhibit H"** and is incorporated by reference as if fully set out herein.) The article states:

....representatives of several such companies said last week that they knew of no firm that has pushed its alliance with an agency as far as Media Rights. Films backed by the financier have included substantial talent from other agencies — Brad Pitt and Cate Blanchett, stars of "Babel," are represented by Creative Artists. But virtually all of the company's projects have been built around an Endeavor-backed participant, like the actor Jude Law in "Sleuth," or Hugh Jackman, in "The Tourist." According to Mr. Wiczuk and Mr. Satchu, the agency owns a minority, nonvoting stake in their company, which they declined to specify.

39. Reporter Cieply also interviewed other established Hollywood financiers who are wary of working with Defs Emanuel and MRC because of these questionable arrangements.

...some agents last week questioned whether Media Rights could be trusted not to put their proprietary information in the service of Endeavor. Others wondered if the Endeavor's ownership stake ran afoul of regulatory provisions in California law or contracts with guilds.

"For us, financing opportunities are always exciting and interesting," said Jeremy Zimmer, a partner at United Talent. Mr. Zimmer said that his agency has not done business with Media Rights, but might do so if it was satisfied that the company's ownership and influences were clear. "What becomes critical is who is the management?" he asked. "What level of transparency are we going to have?"

Robert Jones, California's acting labor commissioner, whose office regulates talent agents, said the state's labor code has a provision banning conflicts of interest by agencies. The law, from a time when models were sometimes sent for hair and makeup work by operators with a close connection to their agencies, says that **no agent may refer a client for services to any entity in which the agency has a direct or indirect financial interest.**

BACKGROUND FACTS (CONTINUED)**THE 4 MAJOR EVENTS THAT SET UP THE CONSPIRACY(S)**

40. The seeds of the Defendants unlawful actions were planted about two decades ago, by **4 events**: two of these events occurring in 1995, two occurring in 1999.

1. **In 1995** Def Ari Emanuel started Endeavor Talent Agency.

2. **In 1995** Edgar Bronfman Jr. (CEO of Seagram's) bought Universal Pictures.

3. **In 1999**, Jerrol LeBaron copyrighted a revolutionary screenwriter-to-Hollywood-film-industry-professional website **Writers' Script Network.com**, which went online in March 2000, changing its name to "**InkTip**" (inktip.com) in 2003.

4. **In 1999** Defendant Modi Wiczyn wrote a revolutionary **memo**, titled "Another New Ball Game", which sent Hollywood's powerhouses scrambling. Wiczyn's memo would be discussed in magazines and lounges for years to come.

41. These 4 events, **each** require a brief explanation to understand how they set the stage for the Defendants' conspiracy(s).

(1) Def Ari Emanuel Comes To Power As CEO Of Endeavor Talent Agency, 1995

42. In 1995, Def Ari Emanuel would start his own talent agency, Endeavor Talent Agency. Endeavor would soon become the fastest growing talent agency in Hollywood.

(2) Edgar Bronfman Jr. Comes To Power At Universal Pictures, 1995

43. In 1995, Canadian based "Seagram's" (the giant beverage company) bought controlling interest (80%) of Universal Pictures, and Edgar Bronfman Jr. (Seagram's heir; **Canadian**, graduate of **McGill** College) became owner and CEO of Universal Pictures. Bronfman remained CEO of Universal Pictures even after Vivendi bought Universal in 2000. He stepped down as chief of Universal in 2001, BUT remained Vice-Chairman of the Board (likely to insure that Def Emanuel's relationship to Universal remained in place) until December 2003; by then Def Emanuel's role with Universal Pictures was well established.

44. To pay for Universal Pictures, Bronfman Jr. sold Seagram's stake in Dupont (for \$9-billion). Most analysts and Seagram's investors considered this a terrible business move.

1 To make matters worse, Bronfman knew little about the film business. **NOTE:** Bronfman
 2 was convicted of insider trading, in France, in 2011, receiving a 15 months suspended
 3 sentence, and a €5,000,000 fine.

4 45. In 1995, Bromfman and Def Ari Emanuel may have represented big changes in
 5 Hollywood, but the biggest change in Hollywood in 1995 was the advent of the DVD.
 6 DVDs represented huge new opportunities for producers and film companies
 7 —opportunities that would make movies FAR more profitable than ever before, but more
 8 profitable for producers, NOT talent agents (adding fuel to Emanuel's drive to become a
 9 producer and a studio owner).

10 **(3) The Advent Of Writers' Script Network.com (InkTip.com), 1999**

11 46. In 1999, Jerrol LeBaron copyrighted his brilliant website *Writers' Script*
 12 *Network.com*, (writersscriptnetwork.com), going online, March 2000, and changing its
 13 name to **InkTip**, and its location to inktip.com, in 2003. Unlike all other screenwriter
 14 websites at that time (which either just posted screenwriter agents' addresses, or just
 15 allowed screenwriters to post loglines or synopses, with no ability to bring the writers to
 16 the agents and filmmakers), LeBarons website promised something new. Based in Los
 17 Angeles County, LeBaron went out and told Hollywood agents and filmmakers about his
 18 website, and invited them to join and peruse the works of thousands of undiscovered
 19 screenwriters. The site had great safeguards, designed to protect both the writers and
 20 industry professionals. Writers Script Network.com required all users to use their real
 21 names. Writers could not read other writers' work, as that would only reduced the writers'
 21 safety. However, after registering, the **industry professionals** could freely read any logline
 22 (a short description, 60 words or less) on the website. If a professional wanted to read
 23 more, they could click on a link to read a synopsis—and immediately the screenwriter
 24 would receive notification of who had accessed his work, when, and from where. If the
 25 professional wanted to read the entire script, he/she would then need to contact the writer
 26 and request a script. Writers Script Network.com kept all records of access. **LeBarons's**
 27 **site was the new online industry standard** (where there had been no standard, rules,
 28 safety, or security for screenwriters); flawless in conception, safety and transparency.

(4) The Memo, 1999

47. In 1999, only 27 years old, Def Mordecai (Modi) Wiczzyk, the new Senior Vice President of Production and Acquisitions at Summit Entertainment, LLC, sent out a **memo** titled "Another New Ball Game". That memo sent the unethical Hollywood's establishment scrambling after massive new profits. Wiczzyk's memo would be discussed in magazines and lounges for years. Within a year, in 2000 (likely at Def Ari Emanuel's bidding) **Universal Pictures** would steal Wiczzyk away from Summit, making him VP of Productions. Two years later, Def Ari Emanuel made Wiczzyk his **partner** at Endeavor Talent Agency.

48. In 2007, *Slate* remembered "the memo", in an article called "How An Agent Turned His Pie-In-The-Sky Memo into A Reality". (Said "Slate" article is attached as "**Exhibit I**" and is incorporated by reference as if fully set out herein.). Writer Kim Masters wrote:

...The memo predicted the decline of the studios, with filmmaking talent as the beneficiary. He also predicted that a management company with a lot of big stars would start to produce and own films. "The most immediate and pressing challenge would be to get the studios to carry the product," he said. The likelihood of a studio boycott was remote, he said, because "whichever studio was suffering at the time would probably break ranks in the name of short-term self-preservation." Hmm.

Michael Ovitz eventually tried to launch such a management company and failed. But Wiczzyk's memo said the agencies could also carry out the change. "**A similar structure could be created which complies with the conflict-of-interest laws,**" Wiczzyk wrote. "If [a] fund was created as a stand-alone entity and the agency had an arms-length service contract, they could avoid conflict-of-interest violations... Admittedly this is a delicate issue and a tough deal to pull off, but it's certain someone would try it." Why? The potential for enhancing agency commission was "too rich to ignore." **In fact, he said, an agency could double its annual revenues.**

49. Wiczzyk's psychopathy is on full display in those final lines of the article, as he enthusiastically implies it is reasonable to behave without ethics—if the profits are "too rich to ignore." But Wiczzyk's prediction that "...it's certain someone would try it" would soon prove correct.

50. But who would want to wander with Wiczzyk into such ethically questionable water?

1 **THE ENDEAVOR/UNIVERSAL/MRC DEFENDANTS:**

2 ARI EMANUEL AND HIS SECRET RELATIONSHIP WITH UNIVERSAL
 3 PICTURES; EMANUEL UNITES WITH ASIF SATCHU AND MODI WICZYK

4 51. In 1999, Def Ari Emanuel knew producers made the REAL money in Hollywood.
 5 But, as a talent agent, he couldn't get in the action—not legally (or not with his name on the
 6 product), due to California's conflict of interest laws.

7 52. But Def Emanuel saw an opportunity.

8 53. Defendant Ari Emanuel had a **distribution problem**. He represented many directors,
 9 writers and actors, who sometimes decided to make independent and experimental films,
 10 only to discover later that their films couldn't get national or global distribution because the
 11 distributors thought the films weren't marketable. Thus, many of these films died early
 12 deaths.

13 54. Bronfman Jr., on the other hand, had a **talent problem**. Bronfman Jr. knew the
 14 importance of getting marquee names on films. Big American studios crank out about 17
 15 films a year. In this haste, sometimes the studios commit to bad screenplays that no big
 16 actors will commit to, thereby dooming the film. But just one or two big names attached to
 17 these *inferior* films could increase their returns by tens of millions of dollars.

18 55. Bronfman Jr. was in trouble in 1998, and most of Hollywood knew it. Bronfman Jr.
 19 came to power in 1995 with Universal in 4th place among the big six studios (20 Century
 20 Fox, Disney, Paramount, Warner Bros., Sony Pictures, Universal Pictures). But only one
 21 year later, in 1996, Universal was in last place. And last again in 1997. And in 1998, even
 21 worse: last place, and Universal had one of its worst years ever, with only a 5.9% market
 22 share. Stockholders were restless. (See **Exhibit J.**)

23 56. In this tough time, Def Ari Emanuel approached Bronfman with a proposal.

24 57. Def Emanuel offered to put special effort into Universal Picture films, give
 25 Bronfman Jr. his best business advice, and ask his actors, writer and directors to give
 26 preference to Universal Pictures films. Emanuel also likely offered to take a reduced agent's
 27 fee. **In exchange** Def Ari Emanuel likely received a percentage of the films, and/or a
 28 generous share of Seagram's (Universal's parent) stock, but no film credit), and an

1	agreement that Universal Pictures would distribute, and/or provide production money for,
2	any reasonably viable film Def Emanuel brought to Universal Pictures.
3	58. The agreement was made late 1998.
4	59. In 1999 Universal pictures would have their best year since Bronfman arrived,
5	climbing to 3rd place, with a 12.7% market share. That was 1999 —the same year Def
6	Modi Wiczzyk wrote his memo.
7	60. Def Ari Emanuel read the memo.
8	61. Bronfman Jr. surely read the memo. In fact, two years after Wiczzyk wrote the memo,
9	in 2001, Bronfman's Universal Pictures made Def Wiczzyk their vice President of
10	Productions. (An article about Universal hiring Wiczzyk is attached as " Exhibit K " and is
11	incorporated by reference as if fully set out herein.)
12	62. And a year after that, in 2002, Def Emanuel would hire Def Wiczzyk away from
13	Bronfman Jr., to make Wiczzyk a partner at Endeavor Talent Agency.
14	• 63. But Wiczzyk had been Vice President of productions at Summit Entertainment,
15	AND Vice President of productions at Universal Pictures. Wiczzyk was a producer . Why
16	would Defendant Ari Emanuel need a producer at a talent agency? Because Def Emanuel
17	was secretly going into the production business, with MRC and Universal Pictures.
18	64. When Def Ari Emanuel stole Wiczzyk away from Universal Pictures there were no
19	hard feelings between Def Emanuel, Bronfman and Universal Pictures, and nothing
20	changed in their arrangement. Def Ari Emanuel continued to provide the same talent and
21	producorial services for both MRC and Universal Pictures. And although Bronfman left
21	Universal a year later (2003), Def Emanuel continues to do favors for Bronfman and his
22	Universal "family" to this very day (e.g. Def Emanuel and WME-IMG represent Bronfman
23	Jr's daughter, Hannah).
24	Wiczzyk's Memo Inspires A Conspiracy
25	65. The driving force behind Defs Emanuel's, Wiczzyk's and Satchu's involvement in
26	this conspiracy was to create the film production system outlined in Wiczzyk's memo , to
27	increase—maybe even double —profits. The conspiracy required maybe 4 players, with the
28	right talents. Def Emanuel had connections to all the studios, and access to huge stars; Asif

1 Satchu was a creative business force who specialized in distribution and networking; Modi
 2 Wiczuk was a proven business, financing, and film production prodigy. They had almost
 3 everything they needed—except good screenplays. But as a new “questionable” company,
 4 established writers were not inclined to work with this unscrupulous band.

5 66. A film production start with acquiring a screenplay, a “property”. The Defendants
 6 knew that. They also knew good screenplays are hard to find, cost good money, and are a
 7 risky investment. A bad director could ruin a great script, and even the best writers
 8 sometimes wrote bad scripts. In 2000 Def Wiczuk helped sell his brother’s (Roe Wiczuk)
 9 screenplay to his former employer (Summit Ent.). But the script was weak, thus never
 10 developed, and Roe Wiczuk never sold another script. “Variety” reported on this script sale
 11 in 2000. (Said article is attached as “**Exhibit L**” and is incorporated by reference as if fully
 12 set out herein.) As a business man, Wiczuk could sell anything—he sold his brother’s script
 13 idea without even having a script name. But now, operating as film producers and a *studio*,
 14 without an **actual** good script, or some good ideas, they couldn’t get any project started.

15 67. The Defendants needed scripts, but they wanted to reduce their risks.

16 68. Defs Emanuel, Satchu and Wiczuk knew ideas are not copyrightable; only unique
 17 arrangements of ideas are copyrightable. If the Defendants had a method to access good
 18 writers’ work, they could extract the best of those ideas, then pay their own writers to turn
 19 them into “new” screenplays, then produce and market those derivatives, as their own.

20 69. The L.A. based Defendants were aware of WritersScriptNetwork.com. As prominent
 21 “industry” insiders, they had likely even received a call or email from Jerrol LeBaron. They
 21 wanted something like WritersScriptNetwork.com, but **without** the good security features.

22 23 THE TRIGGERSTREET DEFENDANTS

24 SPACEY’S CAREER SPUTTERS; SPACEY MEETS BRUNETTI; CONCEPTION OF 25 THE TIGGERSTREET SOCIAL NETWORK; TRIGGERSTREET CONSPIRES W/ MRC

26 70. In 1994 Def Spacey learned Warner Bros intended to make a movie about the life of
 27 Bobby Darin (eventually called “Beyond The Sea”). This was Spacey’s secret dream role.
 28 He offered to play the leading role, but the producers refused, believing Spacey was too old.

1	71. In 1995, Def Spacey's career soared with <i>Usual Suspects</i> and <i>Seven</i> . But in 1996 and
2	1997 Def Spacey was back to NOT getting solid leading-man roles.
3	72. This likely inspired Def Spacey to form his production company, "Trigger Street
4	Productions", to make quality films with himself cast as the lead. But for the next 7 years
5	his production company floundered. The problem was getting a good screenplay.
6	73. It is reported that around 1998 Def Spacey met Def Dana Brunetti, who soon
7	became Spacey's personal assistant.
8	74. Although in 1999 Def Spacey won an Academy Award for Best Actor (American
9	Beauty), 1999 would mark the beginning of a very difficult period of Def Spacey's career
10	(1999-2003). His production company would go 3 years without making a film (Jan 2000 to
11	Jan 2003). And worse, for some reason Hollywood would not invest much money in any
12	movie with Kevin Spacey in a leading role, his films budgets were far below the
13	Hollywood average (the average Hollywood budget in 2000 was <u>about \$60 million</u>):
14	1. American Beauty, 1999, \$15 million ; 2. The Big Kahuna, 1999, \$7 million ; 3. Ordinary
15	Decent Criminal, 2000, \$12 million ; 4. Pay It Forward, 2000, \$40 million .
16	75. Def Spacey's difficulty consistently getting good roles, then, was likely due to his
17	terrible reputation around Hollywood as something of a hustler. In 1999, actor Val Kilmer
18	explained in a "Mr Showbiz" interview that in the 1970s Kevin Spacey, who was then a
19	young college student, tricked Kilmer's father out of \$18,000 for college tuition —but
20	Spacey, according to Kilmer, kept the money, dropped out of school, and never repaid
21	Kilmer's father. (Said "Mr. Showbiz" article is attached as " Exhibit M " and is incorporated
22	by reference as if fully set out herein.) Stories like Kilmer's, and a tabloid photo journal of
23	Def Spacey participating in a public indiscretion, contributed to Def Spacey's trouble.
24	76. But amid all of these struggles, <u>somehow in 2000, Spacey was able to secure the</u>
25	<u>film rights to his dream project -Bobby Darin's life story</u> . But since Def Spacey had no
26	production funding, he would have to wait almost 4 more years to make his movie.
27	77. It's possible that during these tough times, Spacey and Brunetti looked around
28	online for affordable scripts for Spacey's production company to film. And maybe then they
	stumbled upon <i>Writers Script Network.com</i> , which inspired them to create TS... Then, this

1 unlikely pair—a college dropout actor whose career was on life support, and a cellphone
 2 salesman—teamed up to create a massive social network for screenwriters and filmmakers.
 3 And soon Ari Emanuel learned about the site and asked Spacey to make some
 4 modifications: relaxing security, and making access private and untraceable. That could be
 5 how TS was created. It makes little difference to the conspiracy that followed.

6 78. However, the Plaintiff believes TS was formed in a conspiracy conceived by Def
 7 Ari Emanuel, to enrich himself and his conspirators. Elysium, alone, earned \$286,000,000
 8 worldwide theatrically, and should have earned another \$570,000,000 in home entertainment
 9 and TV, (typically, movies earn twice their theatrical total in home ent., TV, and auxiliary
 10 sales), for a total of **\$856,000,000** —almost a billion dollars. **This is why setting up TS**
 11 **and Project Greenlight were so important to Def Ari Emanuel. One good script can**
 12 **easily earn a billion dollars, and one big TV show can earn far more than that.**

13 14 THE DEFENDANTS' CONSPIRACY BEGINS: 15

16 79. In 2000, shortly after Def Emanuel discovered Writers Script Network.com, Def
 17 Emanuel planned his own screenwriter/filmmaker website, with minimal or no security
 18 features. He would use his clients, Def Matt Damon and Ben Affleck, as website spokesmen
 19 and alleged *conceivers*. In August 2000 Project Greenlight was born. (An Internet Archives
 20 screenshot of projectgreenlight.com, showing the origin time of Project Greenlight, is
 21 attached as “**Exhibit N**” and incorporated by reference as if fully set out herein.)

22 80. Then misfortune struck Universal Pictures in 2000, and Def Ari Emanuel seized
 23 the occasion to launch a **second** website, allegedly conceived by Defs Spacey and Brunetti.

24 81. In 2000, Universal Pictures was in a bind. They were just a few months away from
 25 beginning to film “K-PAX” but they didn’t have a leading actor (after Will Smith and others
 26 dropped out). Smith, and other actors and directors (with integrity) were perhaps dropping
 27 out due to rumours that Argentinian film director and screenwriter, Eliseo Subiela, learned
 28 about writer Gene Brewer’s 1995 book “K-PAX” and planned to sue Brewer and Universal
 Pictures for copyright infringement of Subiela’s 1986 film “Man Facing Southeast”.

1	82. But Universal Pictures, not worried about a small director from Argentina suing,
2	decided to push forward, film, release, make a fortune, and fight Subiela in court later.
3	83. By mid 2000, with little time to find a leading man, Universal Pictures was
4	desperate enough to consider casting Def Kevin Spacey in the leading role.
5	84. Def Ari Emanuel could have just asked Spacey to take the leading role. Spacey
6	would have leaped at the chance. But Spacey wasn't an Endeavor client, so Def Emanuel
7	wouldn't receive his casting fee. Def Ari Emanuel was a businessman. As such, even
8	though he needed a favor from Spacey, he wasn't going to just give Spacey a leading role,
9	he wanted something in return. Def Ari Emanuel knew Def Spacey's career was in trouble.
10	85. Def Ari Emanuel approached Def Spacey to ask him about starting or endorsing, a
11	screenwriter/filmmaker social network; a social network with little or no security features.
12	The conversation likely started with Def Ari Emanuel asking how Spacey's career was
13	going. Def Spacey likely explained his recent career setbacks, and his hope to one day film
14	Bobby Darin's life story. He may have explained that he had recently secured the rights to
15	his Bobby Darin film (Beyond the Sea), but had no funding to shoot his dream film.
16	Quid Pro Quo
17	86. Upon hearing about Spacey's career troubles, Def Emanuel made Def Spacey and
18	Brunetti an offer: (1) he asked Defs Spacey and Brunetti to design a social network so that
19	ALL user could access ALL screenplays, anonymously, with few security safeguards (it is
20	possible/probable that Def Asif Satchu facilitated the website design); (2) Def Emanuel also
21	may have asked Spacey and Brunetti to include a counter-security feature whereby if a
22	screenplay was removed from the website all access history would also be erased (although
23	the Defs seem to have added this second features in 2007, shortly before accessing the
24	Plaintiff's work). The Plaintiff believes that in exchange for agreeing to operate such a
25	social network, Def Ari Emanuel promised Defs Spacey and Brunetti a few things in return:
26	1. Spacey would star in K-PAX, a film with a solid \$68 million budget;
27	2. Def Ari Emanuel would finance Spacey's production company to make Def
28	Spacey's dream film, Beyond the Sea;
	3. Def Emanuel would help Spacey's production company arrange financing and

1	distribution (as needed) for the life of the social network;
2	4. Def Emanuel would introduce Spacey and Brunetti to the financial and distribution
3	partners necessary for their production company to succeed;
4	5. Def Emanuel would try to find Spacey a very meaningful—maybe even a career
5	defining—role.
6	
7	87. The agreement was made.
8	88. Thus, September 2000, only <u>one month after the birth of Project Greenlight,</u>
9	TriggerStreet.com (TS) was born. (Internet Archives screenshot of projectgreenlight.com,
10	showing the origin time of Project Greenlight is attached as “ Exhibit O ” and incorporated
11	by reference as if fully set out herein.)
12	89. But TS would remain a closed, private, and inactive site for 2 years, not having its
13	official “launch” party until 2002. This was done to keep TriggerSteet from competing with
14	Project Greenlight. This wait also allowed TS to learn from Project Greenlight’s mistakes.
15	90. In November 2000, as agreed, Spacey began filming KPAX. When the film was
16	released it would be the first smoking gun in this conspiracy:
17	• 91. KPAX was released Oct 2001. It would be the first time Universal Pictures
18	EVER cast Kevin Spacey in a leading role (in fact, Universal had only ever cast Spacey in
19	one [1] film, a supporting role, ten years prior, in 1990, in “Henry & June”). (*Spacey was
20	most commonly cast in Warner Bros films and independent films.) <u>Casting Spacey to star</u>
21	<u>in K-PAX, a \$68 million film, at such a low point in Spacey’s career, was almost</u>
21	<u>inconceivable.</u> Def Spacey wouldn’t star in a film with a budget over \$40 million for 5
22	more years (Superman Returns). Spacey would only appear in one other Universal Pictures
23	film, 2 years later, <i>The Life of David Gale</i> —originally a Warner Bros (Spacey’s stable)
24	property that Universal Pictures optioned. Spacey just came with the deal.
25	• 92. A month after K-PAX was released, in November 2001, director/writer Eliseo
26	Subiela (via Jason Laskay) sued Universal Pictures, Gene Brewer, et al, for plagiarizing
27	his film <i>Man Facing Southeast</i> . The suit was eventually withdrawn when Subiela and
28	Laskay could no longer afford to litigate against a giant corporation like Universal Pictures.

TS LAUNCHES, NOVEMBER 2002

93. After giving Project Greenlight two years to gain traction, November 2002, the Defendants prepared to launch TS. To attract the best undiscovered writers, the Defendants planned to generate “buzz” by throwing 3 huge TS “launch parties”: one in New York, one in Los Angeles, and one in **London**. (A photo of Kevin Spacey at the TS London Launch party is attached as “**Exhibit P**” and is incorporated by reference as if fully set out herein.) While in Britain, Def Spacey did many interviews about TS. The Guardian featured a piece called “Cyber Spacey”, in which writer Sean Clarke mocked Defs Spacey’s and Brunetti’s well-rehearsed lines. (Said Guardian article in which Def Spacey went to London to discuss TS is attached as “**Exhibit Q**” and incorporated by reference as if fully set out herein.) Writer Sean Clarke wrote:

Spacey tells an anecdote about the original idea for the site, which is essentially Brunetti’s brainchild. He says they “came up with a sketchy plan, which at the time...” and chuckles wryly, on which cue Brunetti take up the story “... which at the time, we thought was great.” They both shake their heads ruefully. Later, I watch as the pair address a press conference, they repeat the story, with exactly the same pauses, the same chuckle, the same interruptions. It’s beat-perfect, like a Mamet script.

94. And to generate even more buzz, before the website was launched, Budweiser announced their corporate sponsorship of the TS social network.

95. Along with the sponsors, parties and interviews, to help repair Def Spacey’s damaged reputation, the TS website posted a heartwarming story that Spacey started his new social network “to help undiscovered writers and filmmakers get industry access and exposure.”

96. TriggerStreet.com was “launched”, and went online, November 2002

- 97. Def Spacey held a New York TriggerStreet **launch party** on Nov 11th, 2002.
- 98. Def Spacey held a Los Angeles TS **launch party** on Nov 18th, 2002.
- 99. Def Spacey held a London TS **launch party** on Nov 26th, 2002.

1 **After Triggerstreet Officially Launched, Nov 11th, 2002,**

2 **The Following Events (Connecting The Defendants) Occurred:**

3 100. Shortly after TS's official launch (November 2002), Def Spacey would receive
4 three (3) huge payments from Defendants Ari Emanuel and Universal Pictures (Def Spacey
5 would receive many other unlikely benefits—payments—during the subsequent 12 year
6 lifespan of TS).

7 • 101. In **February 2003**, 3 months after TS launched, **Universal Pictures**
8 distributed Spacey's film "**The Life of David Gale**" (again, originally a property of
9 Spacey's home studio, Warner Bros). This would be the last time Universal Pictures would
10 be involved in a Spacey film (to the date of the filing of this Complaint). Thus, the only two
11 Universal Pictures films featuring Spacey as a lead are *K-PAX*, and *The Life of David Gale*.

12 • 102. That same month, **February of 2003**, Spacey's production company would
13 magically get money to release and distribute its first movie in 3 years: "United States of
14 Leland". The film would only be released in 14 theaters, losing millions, and bringing in
15 only \$344,000. Likely, Universal Pictures wouldn't put their name on the film, because
16 after two bad years, Universal was back in 5th place (second to last place), and they didn't
17 want *United States of Leland* to move them into last place.

18 • 103. That same month, again, **February 2003**, it was announced that Production
19 for *Beyond the Sea* (Spacey's dream film about Bobby Darin) was being fast-tracked with
20 Spacey as lead actor.

21 104. Suddenly, in the nadir of Defendant Spacey's career, inexplicably Hollywood was
21 showing Def Spacey tremendous love and support—when 4 of his previous 5 films were
22 major money losers.

23 Footnotes:

24 105. Shortly after TS launched, in **2003**, Ari Emanuel gave Asif Satchu and Mordecai
25 Wiczynski financing to start MRC.

26 106. **December 17th, 2004**, *Beyond the Sea* was released. It would be Spacey's **greatest**
27 **failure**; costing \$25 million, but only earning \$8.4 million; losing over \$16,000,000.

Additional Facts Regarding TS And The Defendants

- 107. Spacey's production company made no films for 3 years, January 2000 to January 2003: Ordinary Decent Criminal (Jan 2000, direct to DVD in USA), and United States of Leland (Jan 2003, released in only 14 theaters).
- 108. Since TS launched, Def Spacey's production company has made 22 films.
- 109. May 2005, 2.5 years after TS launched, Project Greenlight was effectively dead (no new contests for filmmakers or screenwriters). Killed by the success of TS. Although, oddly, the Project Greenlight website remained open, but inactive —no new contests, no new submissions accepted; just an open, inactive website, until 2015.
- 110. In 2006 Spacey held a TriggerStreet "RE-launch" party in Los Angeles.
- 111. 2007, Plaintiff's screenplay, Butterfly Driver, was posted and accessed on TS.
- 112. 2007-2009 TS secretly joined Bud.TV (Budweiser TV), without informing members or revising its Term of Use page. In a 2007 Anheuser-Busch announced it was launching Bud.TV with TriggerStreet.com providing programming. (Said Bud.TV news release is attached as "**Exhibit R**" and incorporated by reference as if fully set out herein.) Curiously, Bud.TV's Wikipedia page shows Defs Matt Damon and Ben Affleck (Project Greenlight), and Kevin Spacey (TS) all provided Bud.TV programming. (Said Wikipedia article is attached as "**Exhibit S**" and incorporated by reference as if fully set out herein.)
- 113. Feb 2009, the BBC reported Def Spacey hosted the Mofilm Film Festival, in Spain, where he boasted of TS's "**400,000 members around the world.**" (Said BBC article is attached as "**Exhibit T**" and is incorporated by reference as if fully set out herein.)
- 114. On April 27th, 2009, Def Ari Emanuel and Endeavor Talent Agency (ETA) merged with the William Morris Agency (WMA), creating William Morris Endeavor. **17 days later, May 14th 2009, after about 20 years with the William Morris Agency,** Def Spacey signed with CAA (Creative Artist Agency). Def Spacey did so to keep TS members (and any observing regulatory authorities) from becoming suspicious of his link to Def Ari Emanuel through TS. (A New York Times article about the April 2009 merger of WMA and Endeavor is attached as "**Exhibit U**" and is incorporated by reference as if fully set out herein.) (A May 2009 Variety article about Def Spacey leaving WME is attached as

1 “**Exhibit V**” and is incorporated by reference as if fully set out herein.)

2 • 115. May 2010, “Deadline Hollywood” reported Defendant **Universal Pictures**

3 and Defendant Media Rights Capital (MRC) announced a 20 picture, 5-year production and

4 distribution deal. (Said “Deadline Hollywood” article is attached as “**Exhibit W**” and is

5 incorporated by reference as if fully set out herein.) Thus, MRC’s (a company co-owned by

6 Defendant Ari Emanuel) first mega-deal would be with **Universal Pictures**.

7 • 116. On March 15th, 2011, **Netflix** and Def **MRC** (owned by Defs Emanuel,

8 Wiczuk and Satchu) announced their mega \$100 million dollar 2-season deal to produce the

9 new series *House of Cards*, starring Def Kevin Spacey, in his career defining role. Quietly, a

10 few months later, in July 2011, with the role of a lifetime secured, Def Spacey would move

11 his social network, TS, to <http://www.labs.triggerstreet.com>, and begin to use the web

12 address TriggerStreet.com as his production company’s site.

13 • 117. August 2013, the film *Elysium* (an infringement on the Plaintiff’s work) was

14 released internationally. The Plaintiff then filed his copyright infringement suit against the

15 Defendants, October 2013.

16 • 118. November 6th, 2014, 6 days after the Plaintiff filed his Notice Of Motion of

17 appeal, Defs Spacey and Brunetti closed and destroyed the TS social network.

18 • 119. In 2015, almost immediately after TS closed, Project Greenlight (which had

19 been **dead for 10 years**, came back to life, with a new HBO TV show, airing fall of 2015.

20 • 120. July 2016, HBO announced the Project Greenlight TV show was cancelled.

21 • 121. In 2016, with the cancellation of the TV show *Project Greenlight*, and with

22 the closing of TS—with no way to gain access to original screenplays to misappropriate—

23 ProjectGreenlight.com went active, again. **After 10 years of online inactivity**, Def Matt

24 Damon, Ben Affleck and ProjectGreenlight.com began seeking new screenplays again.

25 • 122. In 2015, Def Dana Brunetti (former cellphone salesman and Spacey’s personal

26 assistant) produced his **first** solo film, without Kevin Spacey, *50 Shades of Grey*—payment

27 for his involvement in the TS conspiracy. *50 Shades of Grey* was **Distributed by Universal**

28 **Pictures**. (A Wikipedia article showing the producers and distributors of *50 Shades of Grey*

is attached as “**Exhibit X**” and is incorporated by reference as if fully set out herein.)

**SONY PICTURES EMAIL LEAK EXPOSE DEF ARI EMANUEL'S SECRET
UNIVERSAL PICTURES TIES, HIS UNLAWFUL RELATIONSHIPS WITH SONY
PICTURES' CEO (M. LYNTON), & HIS BULLYING, THUGGISH METHODS**

123. Further confirming all allegation herein, in 2015 Wikileaks released thousands of Sony Pictures emails, which had been previously released in 2014, when North Korea hacked and published thousands of Sony's emails. Within days hundreds of respected news agencies carried the story —The NYTimes, LATimes, Hollywood Reporter, all reported the juicy details—and the juiciest story was the story of how Sony Pictures lost -or passed on- “Steve Jobs”, the movie.

124. All of the reports are similar: the emails provide an inside view of bunch of super-rich Hollywood producers, writers, and directors negotiating the production budget of the film “Steve Jobs”, until the deal went bad and Sony gave up on the film. And right in the eye of the storm is Def Ari Emanuel. (An articles from “Mashable.com” about said “Steve Jobs” film emails is attached as “**Exhibit Y**”and is incorporated by reference as if fully set out herein.)

125. A few of the celebrities captured on Sony Pictures email/text leak, at times, behaved poorly, but no one behaved worse than, Def Emanuel. Brazen and thuggish, we see Def Ari Emanuel berate Sony Pictures' Chairman Amy Pascal, with impunity. And when the other Sony execs learned of this, they only called Def Emanuel a *bully*—behind his back. No one dared to confront Def Emanuel. But more surprisingly, through a tiny sliver of Def Ari Emanuel's emails (just those going into, or out of, Sony Pictures) we learn:

1. Def Ari Emanuel is a major film producer —in conflict with his role as a talent agent, and in violating California labor law which forbids employers (a producer) from charging employees (his actors) fees to be hired—perhaps an even more significant conflict of interest than Def Emanuel's partnership in MRC II LP.
2. Defs Emanuel, Bill Block and Michael Lynton (then Sony Pictures CEO and Chairman) are secretly business partners: co-owners in the company *Screenbid*.
3. Ari Emanuel is also a film financier, or executive producer (a person who provides or finds money to make films).

- 1 4. Def Ari Emanuel also arranges peripheral services for Sony Pictures (and others),
 2 like making deals with Hasbro Toy Co. for Sony Pictures (for Spider-Man 2 &
 3 Minions action figures?).
 4 5. Whenever necessary, Universal Pictures will distribute ANY film for Ari Emanuel.

5
 6 "STEVE JOBS" EMAILS CONFIRM DEF ARI EMANUEL
 7 IS SECRETLY A MAJOR FILM PRODUCER, AND THE TRUE
 8 PRODUCER OF "STEVE JOBS" —NOT SCOTT RUDIN

9 126. Through the Sony "Steve Jobs" email trail we see the "Steve Jobs" negotiation go
 10 on for about 8 months, then it begins to fall apart on October 16th, 2014, after Sony
 11 Pictures' President of Business Affairs, Andrew Gumpert, sends Sony Pictures Chairperson
 12 Amy Pascal, film producer Scott Rudin, Def Ari Emanuel, and WME co-CEO Patrick
 13 Whitesell a financing offer, which the filmmakers felt was too low. October 18th, 2014,
 14 two days after Gumpert's low offer, Scott Rudin, angrily responds:

15 2014-10-18 16:09:38 Re: wwbo bumps/jobs From: Scott Rudin
 16 <sr@scottrudinproductions.com> To: pascal, amy
 17 gumpert, andrew aemanuel@wmeentertainment.com
 18 pwhitesell@wmeentertainment.com

18 **SCOTT RUDIN:**

19 "You have NO risk in the movie but WE should have risk?
 20 You lay off every cent except what you choose to keep and WE
 21 should then also fund you --- that's how this should work?"

21 I cannot believe you're serious. What idiot would make
 22 this deal? The presumption that five Oscar winners would be
 23 desperate enough to give up all value for their services and then
 24 also risk the baseline bargain-basement fees on top of it is beyond
 25 comprehension.

26 Every single movie like this that we have made for you
 27 has worked. And you think this is fair?"

28 127. At Rudin's words, Def Ari Emanuel, who purports to the world that he is just a
 talent agent, would then take over the email exchange —seemingly eager to bully a woman.

On Oct 18, 2014, at 9:15 AM, From: Ariel Emanuel
 <AEmanuel@wmeentertainment.com> To: pascal, amy

1	sr@scottrudinproductions.com gumpert, andrew
2	<u>pwhitesell@wmeentertainment.com</u>
3	ARI EMANUEL:
4	"This offer is fucking bull shit. Give us the movie back. You you guys in the business. No other studio would even ask for this. Pass"
5	128. Def Ari Emanuel immediately establishes and retains dominance and control of the
6	matter for the remainder of the negotiation, and Scott Rudin would remain quiet and
7	subordinate to Def Emanuel. But the key detail in this email is that Def Emanuel has the
8	authority to say "Pass", meaning: we choose NOT to do business with you, we will find
9	another partner. No mere talent agent can usurp that power from the producer. Scott Rudin
10	put Ari Emanuel on that email chain because Ari Emanuel is the true producer.
11	129. The exchange goes on. Amy Pascal writes:
12	On Oct 18, 2014, at 10:18 AM From: Amy_Pascal@spe.sony.com
13	To: aemanuel@wmeentertainment.com
14	sr@scottrudinproductions.com gumpert, Andrew
15	pwhitesell@wmeentertainment.com
16	AMY PASCAL:
17	"Can we please deal with this Monday
18	Maybe we all get in a room and close it up"
19	130. But Def Ari Emanuel will not be silenced by Ms Pascal's request to wait until
20	Monday. He replies five minutes later::
21	On Oct 18, 2014, at 10:23 AM, From: Ariel Emanuel
22	<AEmanuel@wmeentertainment.com> To: pascal,
23	amy sr@scottrudinproductions.com gumpert,
24	andrew pwhitesell@wmeentertainment.com
25	ARI EMANUEL:
26	"Whatever
27	You guys ask us to find financing. Scott, Patrick and myself get
28	Modi and we still get no respect. Amy, this is not what you want to
	hear - but this NEVER happens and any other studio. In fact they
	then would go out of their way to make a proper deal.
	Even Harvey.
	Monday is fine."
	131. With that statement Def Ari Emanuel admitted he found film financiers for
	"Steve Jobs", which is a strictly a producer's, or an executive producer's job. Def Ari

1	Emanuel also generously (and falsely) shares credit with Rudin and Whitsell for getting
2	Modi Wiczyn to help with financing, to make Rudin and Whitsell appear more significant to
3	the process. Again, Defs Modi Wiczyn and Ari Emanuel had been a business partners since
4	2002 (at Endeavor, as well as in MRC). Getting Def Modi Wiczyn involved was entirely
5	Def Ari Emanuel's doing. Amy Pascal responds to Def Emanuel's provocation:
6	On Oct 18, 2014, at 10:51 AM, From: Amy_Pascal@spe.sony.com
7	To: aemmanuel@wmeentertainment.com
8	sr@scottrudinproductions.com gumpert,Andrew
9	pwhitesell@wmeentertainment.com
10	AMY PASCAL:
11	"arthat is totally unnecessary we are in a negotiationwe have all
12	been doing this a long timewe want to make moneyyou want to
13	make money for yourselves andyour clientsthis has nothing to do
14	with respect and to be fair and its a credit to the movie that scott
15	put together there are more financing partners than we know
16	what todo with here....thats not the issue...we are the only major
17	studio that even tries to make thesekind of movesdont make it
18	harder than it isthe tone is really uncalled for and unfairand
19	doesnt help get things doneamy"
20	132. Through all of this, Scott Rudin never commented or told Def Ari Emanuel to
21	disengaged. That is not his place. Ari runs the show. Def Ari Emanuel replies:
22	2014-10-18 10:58:41 Re: wwbo bumps/jobs From: Ariel Emanuel
23	<Aemmanuel@wmeentertainment.com> To: pascal, amy
24	sr@scottrudinproductions.com gumpert,
25	andrew pwhitesell@wmeentertainment.com
26	ARI EMANUEL:
27	"Ok not true. Other studios make these movies"
28	133. Def Ari Emanuel was eluding to Universal Pictures, who would produce any film
	Def Emanuel suggested. Texting stopped for 7 or 8 hours, until Def Ari Emanuel resumed.
	2014-10-18 16:20:47 From: aemmanuel@wmeentertainment.com
	To: gumpert, andrew sr@scottrudinproductions.com,
	pwhitesell@wmeentertainment.com, pascal, amy
	ARI EMANUEL:
	"In the real world when some one either risks something or gives something
	up they get something in return. You guys seem to think we should be
	honored just to be in business with you based on your offer. Why?"

COMPLAINT

1 134. After this, the negotiation disintegrated over the next 4 weeks. The last email from
2 Def Emanuel to Amy Pascal was sent November 11, 2014, when Emanuel abruptly asked:

3 2014-11-14 22:57:02 From: aemanuel@wmeentertainment.com
4 To: pascal, amy

5 **ARI EMANUEL:**

6 "Is business affairs calling me so I can take this to Fox
7 Searchlight officially?"

8 135. With that statement Def Emanuel showed that, in addition to producing, he even
9 arranges distribution. Def Emanuel is asking Amy Pascal if Sony Pictures' President of
10 Business Affairs, Andrew Gumpert, is going to call to let him know if Sony wants "Steve
11 Jobs". Def Emanuel is bluffing that Fox Searchlight has agreed to take the film. He never
12 had a deal with Fox Searchlight. He was just playing hardball; trying to get a better offer out
13 of Sony, AND keep them in the dark about his distribution relationship with **Universal**
14 **Pictures.**

15 136. As this deal dragged on over 8 months, 3 weeks before the previous exchange,
16 Sony Pictures' Andrew Gumpert, spotted Def Emanuel's chicanery and bad motives. In an
17 email to Sony execs Lynton, Pascal, and Doug Belgrad; Andrew Gumpert wrote:

18 2014-10-18 16:59:16 From: Andrew Gumpert
19 To: lynton, michael; pascal, amy; belgrad, doug

20 **Andrew Gumpert:**

21 "The fact is there is only so much in the kitty. Unless the movie
22 massively breaks out they can never make real money, nor can we
23 and our investors. They have a 50pt pool with the best definition and
24 5m of box office bonuses. Do they want to make MORE than the
25 equity? I think they do. There is a huge philosophical gap (given
26 the rude and insolent responses from Ari and Scott)..."

27 137. Andrew Gumpert knew something was wrong, because Def Ari Emanuel and Scott
28 Rudin weren't adhering to established guidelines.

29 138. Although there have surely been occasions when Sony Pictures did cave-in to Def
30 Emanuel's arm-twisting, this would not be one of those occasion. But oddly, Michael
31 Lynton, CEO of Sony Pictures, responds to Gumpert only with silence—because Def Ari
32 Emanuel is his close friend and secret business partner in Screenbid.

1	“Steve Jobs” Film’s Not-So Surprising <i>Twist</i> Ending:
2	139. Fox Searchlight never touched “Steve Jobs”.
3	140. Def Ari Emanuel had just been playing the ace up his sleeve; trying to push the
4	price of the film above market value, to increase his profit margin. He didn’t need Sony
5	Pictures to give him standard market value for “Steve Jobs”, he could get standard value
6	from Universal Pictures. When the maneuver failed, and Sony Pictures backed out, Def Ari
7	Emanuel took the film to the Studio that has distributed all of his films, since around 1999.
8	141. On September 5th, 2015, 10 months after Sony Pictures declined on “Steve Jobs”,
9	after so much posturing and tumult, “ <u>Steve Jobs</u> ” was distributed by Universal Pictures .
10	
11	<u>SONY PICTURES EMAILS SHOW DEFS EMANUEL & BILL BLOCK & SONY</u>
12	<u>PICTURES’ CEO (M. LYNTON) MAINTAIN UNETHICAL RELATIONSHIPS.</u>
13	<u>AS THEY CO-OWN “SCREENBID” TOGETHER (CONFLICT OF INTERESTS)</u>
14	142. The “Steve Jobs” emails reveal Defs Emanuel and Bill Block are in a co-ownership
15	business with Sony Pictures’ then-CEO Michael Lynton. As we see Def Ari Emanuel write
16	Michael Lynton to ask Lynton to check on their co-owned business, <i>Screenbid</i> .
17	On Dec 3, 2013, at 3:11 PM, From: aemanuel@wmeentertainment.com
18	To: lynton, michael;
19	ARI EMANUEL:
20	Michael -
21	What are we doing on Screenbid? We had success on our early tests,
22	nothing since. You guys own a piece of this company, we've had
23	nothing since our early success. We have to keep the engines going.
24	143. In the text above, Def Emanuel’s and CEO Michael Lynton’s joint ownership of
25	Screenbid is confirmed by the repeated use of pronoun “we”. Def Ari Emanuel asks “What
26	are <u>we</u> doing...” Then he states “ We had success on our early tests...” Then he reminds
27	Lynton that he (and some unknown party, or parties) also own shares of this company. Then,
28	implying Lynton has a responsibility, Def Emanuel says, “ You guys own a piece of this
	company... ” Then Def Emanuel exhorts CEO Michael Lynton to take action, saying: “ We
	<u>have to keep the engines going.</u> ”
	144. These are not the messages of quiet stockholders. These men are owners.

1	145. Sony Picture's CEO, Michael Lynton is quite a bit wiser than Def Emanuel, and
2	does not reply to Emanuel through his Sony Email account, understanding they are engaged
3	in an unlawful enterprise. But 11 months later, 10/31/2014, Def Bill Block, the CEO of
4	Screenbid, not-so-wisely emails Def Emanuel and Lynton (to Lynton's Sony email address)
5	to give his business partners a business report, pasted below his reply text. (<u>Bill Block was</u>
6	<u>the CEO of QED International, a Defendant in Briggs v Blomkamp.</u>) Def Bill Block's reply
7	email reads:
8	2014-10-31 00:35:37 FW: SCREENBID AUCTION UPDATE
9	From: bblock@qedintl.com To: aemmanuel@wmeentertainment.com
10	michael_lynton@spe.sony.com
11	BILL BLOCK:
12	Going well gentlemen.
13	Bill
14	From: Jeffrey A. Dash [mailto:jdash@screenbid.com]
15	Sent: Monday, October 27, 2014 10:13 AM
16	To: Bill Block
17	Subject: SCREENBID AUCTION UPDATE
18	AUCTION UPDATE:
19	TRUE BLOOD: (HBO) We are winding down aftermarket sales and
20	fulfillment and are on schedule to present audited reports to HBO
21	accounting within 14 days.
22	SONS OF ANARCHY: (FOX) We visited the set on Friday
23	10/24/14 and met with the department heads for props, wardrobe,
24	transportation and set decoration. They are scheduled to wrap next
25	week and we will take delivery by 11/5/14, immediately inventory
26	and shoot. Writing began about 2 weeks ago The auction is
27	scheduled to go live on 12/01/14 and bidding will end on 12/10/14.
28	Fulfillment time will be tight. In order to get everything shipped
	prior to XMAS we will have extra staff in place to facilitate..."
146.	In this unethical relationship, Sony Pictures' CEO Lynton, personally profited as
Screenbid's	owner, in such ways as directing Sony Pictures to give Screenbid millions in set
furnishings	to auction on Screenbid, where he and Def Emanuel profited as owners.
Lynton's	secret relationship with Def Emanuel is why Sony Pictures did not do due
diligence	to vet Def Blomkamp's Elysium script.

1 SONY EMAILS SHOW DEF EMANUEL PERFORMS

2 PRODUCORIAL SERVICES: CALLING SONY'S CEO & CHAIRMAN

3 TO ARRANGE A DEAL WITH HASBRO

4 147. On March 28, 2014, Def Ari Emanuel emailed/texted Sony's Pictures' CEO and
5 Chairman to close an animation co-financing deal with Hasbro. Def Emanuel's email read:

6 2014-03-28 re: HASBRO Animation deal

7 From: aemanuel@wmeentertainment.com

8 To: amy_pascal@spe.sony.com; michael_lynton@spe.sony.com

9 **ARI EMANUEL:**

10 "HASBRO Animation deal

11 Amy & Michael -

12 We have sent Ronni our proposal for the animation co-financing
13 deal. Please take a look when you get a chance and lets lock this
14 down.

15 Ari

16 148. Talent Agents don't arrange animation co-financing deals with Hasbro, producers
17 and studios do. Curiously, after Billionaire Def Ari Emanuel recently purchased the UFC he
18 arranged a UFC Hasbro deal. (An article where Def Emanuel discusses UFC and Hasbro is
19 attached as "**Exhibit Z**" and is incorporated by reference as if fully set out herein.)

20 **SONY EMAILS SHOW DEFENDANTS COMMITTED PERJURY REGARDING**
21 **THEIR EFFORTS TO HIDE INFRINGEMENT IN BRIGGS V BLOMKAMP**

22 149. The Defendants' fraud, conspiracy and routine deceit included committing perjury
23 by lying on documents signed under oath.

24 150. During the discovery phase of Briggs v Blomkamp, et al (C13 4679 PJH) the
25 Plaintiff informed the district court that he suspected that writer/producer Simon Kinberg
26 was hired to rewrite Def Blomkamp's poorly written screenplay. In response to Plaintiff's
27 interrogatories to MRC II LP, the Defendants made false statement, under oath, regarding a
28 substantial matter in that case, which may impact the Plaintiff's ability to prevail in that
lawsuit (currently in appeals). (Said Def MRC II LP's Interrogatory Responses from Briggs
v Blomkamp are attached as "**Exhibit AA**" and is incorporated by reference as if fully set
out herein.)

151. That deceit occurred when the Defs responded to interrogatory #17; believing Simon Kinberg helped disguise Def Blomkamp's infringement, the Plaintiff asked:

Plaintiff's Interrogatory:

INTERROGATORY #17:

"Simon Kinberg is a writer and "script doctor" (a writer who fixes scripts that have serious problems). Simon Kinberg is listed as a producer of Elysium. Exactly what duties did Simon Kinberg play in the production and script doctoring of the screenplay and film "Elysium"?"

Defendants' Answer:

"Defendant incorporates by reference the preliminary statement and general objections... Subject to and without waiving the foregoing objections, Defendant responds as follows:

Simon Kinberg produced the Film. As producer, Mr. Kinberg also **assisted with a polish of the Film's screenplay** during the later stages of writing."

But The Leaked Sony Emails Reveal The Truth About Said Perjury:

152. The Defendants admitted that Simon Kinberg helped improve the weak screenplay, BUT suggested that his help was just a "polish", which suggests merely dotting I's and crossing T's, and maybe a dialogue suggestion here and there. But, in fact, Simon Kinberg had to do exhaustive work to try to salvage Elysium's terrible screenplay.

153. The gross underestimation and misrepresentation of all the work Simon Kinberg had to do to repair Def Blomkamp's Elysium script is revealed in the 2015 Wikileaks're-posting of the Sony Pictures' hacked emails, in five (5) key email exchanges between Defs **Modi Wiczuk, Simon Kinberg**, and Sony Pictures Chairperson **Amy Pascal**.

In the first email, Def Wiczuk explains Kinberg's role:

2014-10-27 13:36:12 Fwd: CHAPPIE NOTES

From: mwiczuk@mrestudios.com To: pascal, amy

MODI WICZYK,;

"hi!so i asked si to share all the notes hes wanted to do, in detail, for weeks but hasnt been able to do.it lines up w what everyones saying. great detail and very specific.he also included rachels document and merged it.**simon is a fixer and a logician** and i want him to trest this like hes been brought in to doctor it on some level, and he does too. nb has been ignoring him the past few weeks after listening to him up until then. dont know why, dont care. its our turn now.i told doug that we should

1 leave the mtg telling them a timeline for seeing new stuff b. possibly do a
2 parallel more radical cut to play w the big first act and religious note. c. first
3 "basic" cut should do all cuts in the notes, deal w ending. see you at 9."

4 154. Def Wiczzyk, Simon Kinberg, and Amy Pascal continued to discuss the endless and
5 unimaginable problems Kinberg was having helping director Def Blomkamp's save his
6 film, *Chappie*; the executives discuss reshoots, dialogue rewrites, other huge changes, and
7 how to protect Def Blomkamp's insecure ego. Yet, amid these massive problems, Kinberg
8 comments that Def Blomkamp was handling Kinberg's executive ordered changes much
9 better than he handled them on *Elysium*, where Kinberg explains Blomkamp "**shut down**
10 **on elysium, partly because he felt he didn't have the answers. he's never shut down on**
11 **this movie, not once.**" In this email to Amy Pascal, Simon Kinberg wrote:

12 2014-08-07 07:02:55 Re: *Chappie* from:
13 sdkinberg@aol.com to: pascal, amy

14 **SIMON KINBERG:**

15 "cool! neill has been really open throughout this process, and wants to get
16 the audience all the way there. i think we're all feeling the same things
17 now, so we can put it together and deliver to him, and he'll take it as an
18 assignment not a judgement, and stay creative. **i saw him shut down on**
19 **elysium, partly because he felt he didn't have the answers. he's never**
20 **shut down on this movie, not once. so i don't think he will now..."**

21 155. In fact, the text/emails reveal Def Wiczzyk and Amy Pascal were forced to hide
22 from Def Blomkamp the fact that Simon Kinberg had to take over the film to finish it. This
23 is revealed when Def Wiczzyk wrote to Sony's Chairperson, Amy Pascal:

24 2014-10-27 13:42:22 Re: To discuss
25 From: mwiczzyk@mrcstudios.com; To: pascal, amy

26 **MODI WICZYK:**

27 "not to oversimplify but i know simon has been biting his tongue for a
28 month and all the sloppy stuff has been making him crazy. when i speak
to him he seems to have a very clear view of what he wants to do. it
lines up w what ur saying. i hink if we make them do it we will have a
much much much better film that works. we just cant literally tell neill si
is taking over....so its "our" notes"

156. Additional evidence of the extreme measures that Defendants Simon Kinberg,
Sony Pictures, MRC and Modi Wiczzyk resorted to salvage *Chappie*. Can be seen in such

1 emails/texts as when Def Modi Wiczuk explains director Def Neill Blomkamp's inability to
2 even write or direct "basics". In an email text to Amy Pascal, Wiczuk wrote:

3 2014-10-27 13:52:57 Re: To discuss

4 From: mwiczuk@mrcstudios.com, To: pascal, amy

5 **MODI WICZYK:**

6 "yes thats what i mean the right version of this could be iconic and do 300
7 and have a huge sequel what bugs me is how obvious and unpolished the
8 problems are all the hard stuff is great but all the basics are killing us"

9 157. A week later, Def Modi Wiczuk emailed Amy Pascal to discuss BlomKamp's
10 insecurities, and how they were impacting production.

11 2014-11-03 04:31:07 Re: From:

12 mwiczuk@mrcstudios.com To: pascal, amy

13 **MODI WICZYK:**

14 "dunno re simon. maybe insecure, maybe thinks simon is on "studio"
15 side, which is juvenile. hes always mad at somebody. vacillates btwn
16 targets. i ignore it until it stops forward progress.

17 re edgar i actually initially got nervous the music was too old to be
18 cool, but all my assistants say lots of these songs are in the collective
19 consciousness, played in bars and clubs. shows what i know....i dug the
20 reel he did. and i loved the app w script and music."

21 158. There are many more such emails that further reveal how inept and difficult Def
22 Blomkamp is. But from these select emails, we see that to revise Blomkamp's *Chappie*,
23 Kinberg took extraordinary measures, and that Blomkamp's inept, "insecure" and "juvenile"
24 conduct made Kinberg "crazy", forcing the executives to takeover the edit. Yet, Kinberg
25 implied these problems were mild compared to what he endured with Blomkamp revising
26 *Elysium*, where the problems were so extreme that Blomkamp "shut down" and "didn't
27 have the answers". Clearly, the script work Kinberg did on *Elysium* was **exhaustive**, and
28 not a mere "polish" as Def MRC II LP stated under oath. This was a clear act of perjury.

29 **SONY EMAILS CONFIRM DEFS RULE 37 VIOLATION IN BRIGGS V**

30 **BLOMKAMP, SHOWING DEFS OMITTED TESTIMONY & EVIDENCE**

31 159. On page 28 of the Plaintiff's First Amended Complaint in Briggs v Blomkamp, et
32 al, the Plaintiff made a bold prediction: that sometime after May of 2013 (when Blomkamp

1 learned the details of Plaintiff's impending copyright lawsuit) Defendant Neill Blomkamp
 2 went back into the editing room and tried to edit-out key headache scenes, which were
 3 identical to the Plaintiff's work. The Plaintiff explained that Blomkamp did this to try to
 4 cover-up his theft of the Plaintiff's intellectual property.

5 160. Supporting this prediction, during the discovery phase of Briggs v Blomkamp, the
 6 Plaintiff found a report on TheProvince.com (titled: "Elysium's ready as director Blomkamp
 7 looks forward to next project" from February 2013) in which Def Blomkamp stated the film
 8 was finished back in February 2013. (Said article from "The Province" is attached as
 9 "**Exhibit BB**" and is incorporated by reference as if fully set out herein.) Then, proving the
 10 Plaintiff's prediction, in sworn responses to Plaintiff's interrogatories, during discovery in
 11 Briggs v Blomkamp, Def Blomkamp admitted film editing was finished "Sometime in or
 12 about June 2013." (Said Defendant Blomkamp's Interrogatory Responses from Briggs v
 13 Blomkamp are attached as "**Exhibit CC**" and are incorporated by reference, as if fully set
 14 out herein.)

15 161. The Plaintiff then filed a motion to compel documents, asking for all texts and
 16 emails between Def Blomkamp and both *Elysium* film editors: Julian Clarke and Lee Smith
 17 (Smith was the final editor—the editor who would have made these headache changes). The
 18 Plaintiff made this motion to prove that Def Blomkamp resumed film editing after February
 19 2013, to try to remove or alter the "headache" scenes. However, **the Defendants would not**
 20 **provide a response from Lee Smith**, only from Clarke (Clarke stated that editing ended
 21 well before June 2013—contradicting Blomkamp, who said editing ended June 2013). But
 22 Lee Smith returned to the editing room to fix the headache scenes in May and June 2013.

23 162. As well as doing the final edit of *Elysium*, the 2014 Sony email leak show that Lee
 24 Smith also did the final edits for Blomkamp's next film, *Chappie* (although Smith isn't
 25 credited on IMDB or Wikipedia).

26 163. Lee Smith's final edit of *Chappie* is revealed in the Sony email leaks as Def Modi
 27 Wiczuk writes to Amy Pascal:

28 2014-08-12 00:13:30 saw it. From:
mwiczuk@mrstudios.com To:

1 amy_pascal@spe.sony.com

2 **MODI WICZYK:**

3 "we are going to get there and have a big success with this one. lee
 4 smith will be huge, nb is in GREAT frame of mind."

5 164. Def Wiczuk knew Smith would be "huge" because of how Smith helped salvage
 6 Elysium. A few months later Def Wiczuk told Amy Pascal about all the work Lee Smith
 7 had left to do on the film, and the continued problems between Blomkamp and Kinberg.

8 2014-11-03 02:03:10 Re: From: mwiczuk@mrstudios.com

9 To: pascal, amy

10 **MODI WICZYK:**

11 "Hi!

12 in terms of neill, totally ur call but...

13 i feel like this coming week is critical bc neill has to really really let lee
 14 in to polish, refine, etc. alot of little indulgences are gonna have to go.
 15 so--- i was trying to be positive but also let him know theres real real
 16 work yet to do. and in a short period of time.... i talked to lee for a
 17 while today who says neills been very open so thats good...but hes
 18 been a dick to simon for whatever reason. so a long way of saying i
 19 want to keep the pressure on him. because i agree it can be special.
 20 make sense?"

21 165. The Plaintiff filed his Motion to Compel (seeking a statement from Lee Smith)
 22 three (3) weeks before the deadline for dispositive motions (liability), July 9th, 2013. But
 23 the district court set the motion hearing for more than a week AFTER the deadline for
 24 dispositive motions (Aug 7th, 2013). Thus, the Plaintiff had to file his Motion For
 25 Summary Judgment (**MFSJ**), without being able to inform the court of the Defendants'
 26 **violation of Rule 37** (failure to cooperate to compel a discovery response); a violation that,
 27 in this case, resulted in the omission of evidence of a cover-up (that cover-up being: Neill
 28 Blomkamp returned to the editing room with Lee Smith, in June 2013, to ask Smith to try to
 erase edit and remove the headaches from Elysium). Thus, during the teleconference
 hearing with Magistrate Judge Laurel Beeler, the Plaintiff explained that the matter was
 unresolved but was effectively "moot" because both parties' MFSJs had been filed, and the
 Plaintiff had less than a week to file his Reply Brief (Magistrate Beeler thus ruled the issue
 moot). (Note: the Defs also refused ALL of the Plaintiff's discovery requests for texts or
 emails regarding ANY Elysium matters; expanding the Defendants' **Rule 37 violations**).

COMPLAINT

**MRC & SONY PICTURES NEGLECTED TO DO BASIC
DUE DILIGENCE, BUYING THE RIGHTS TO ELYSIUM
WITHOUT EVEN READING A SCREENPLAY**

166. In 2008, Def Neill Blomkamp filmed *District 9* without a screenplay. District 9's star, Sharlto Copley, has given many interviews discussing the fact that he improvised every line of the film—such as the interview he gave *USA Today* in 2011. (Said *USA Today* article with Sharlto Copley is attached as “**Exhibit DD**” and is incorporated by reference as if fully set out herein.) Due to Def Emanuel's inappropriate relationship with Sony Pictures' CEO Michael Lynton and Def Bill Block (of QED Int.), Emanuel was able to get QED and Sony Pictures' subsidiary *TriStar* to produce and distribute *District 9*, without a screenplay—using only Def Blomkamp's notes, which they referred to as a “script”. Countless writers in online forums, have tried to find a copy of a *District 9* script. All have failed.

167. Similarly, MRC (co-owned by Def Emanuel) and Sony Pictures bought the film and distribution rights to *Elysium* from Def Blomkamp, without ever reading a screenplay. Sony Pictures bought the rights to *Elysium* in a hasty meeting in 2008. In this well documented meeting MRC and Def Blomkamp displayed 50-60 concept art paintings of scenes from Blomkamp's proposed film. The art was so persuasive that Sony Pictures agreed to buy the rights, immediately, never bothering to read the script. *HollywoodReporter.com* reported the details of the stunningly hasty meeting between Blomkamp, MRC and Sony Pictures —on the very day it occurred, January 19, 2011. MRC scheduled meetings with several other distributors that same day, but Sony Pictures was so rushed and eager to buy the film that MRC canceled all other distribution meetings scheduled that day. The *Hollywood Reporter* article carefully reports the “art designs” that secured this deal, but never mentions a “screenplay” or a “script”. (Said *Hollywood Reporter* article about Blomkamp, MRC closing the deal with Sony Pictures is attached as “**Exhibit EE**” and is incorporated by reference as if fully set out herein.) This same meeting and concept art were also recounted in the book “*Elysium: The Art of the Film*”—a book primarily made up of interviews with Def Blomkamp, himself. On August 6th, 2013, *Deep Focus Review* (deepfocusreview.com) reviewed the book “*Elysium: The Art of*

1	the Film”, reflecting on this meeting. (Said Deep Focus Review article is attached as
2	“ Exhibit FF ” and and is incorporated by reference as if fully set out herein.) Upon
3	interviewing Blomkamp, the Deep Focus Review article revealed that Defs Blomkamp and
4	MRC staged 50-60 concept art paintings “and set them against the screenplay”, explaining:
5	“On the strength of these images—not to mention the strength of his first
6	film, <i>District 9</i> —he garnered himself a \$100 million budget and signed
7	stars Matt Damon and Jodie Foster.”
8	168. The Defendants used the amazing artwork to strategically distract attention from
9	the flawed screenplay. Sony Pictures took the bait. Within an hour or so, a deal for about
10	\$115 million was made, and no executive from Sony Pictures ever read a script. MRC
11	didn’t do due diligence because Defendant Ari Emanuel was a co-owner of MRC and Def
12	Blomkamp’s personal agent; thus, they stood to make millions from the deal. Sony Pictures
13	failed to do due diligence because CEO Michael Lynton had an improper, secret business
14	partnership with Def Emanuel (Screenbid.com), and wanted to maintain good relations with
15	Defs Emanuel and MRC—and make millions without regard for whose work they pirated.
16	169. Def Blomkamp’s script was so poorly executed and riddled with evidence of
17	misappropriation of the Plaintiff’s work, that Defs Blomkamp, MRC and Sony Pictures took
18	extreme measures to protect the script during film production. The website Games Radar
19	(gamesradar.com) interviewed one of Elysium’s stars, film icon Jodie Foster , who revealed
20	the producer’s paranoia as she explained she wasn’t allowed to possess a script. (Said
21	Games Radar interview with Jodie Foster is attached as “ Exhibit GG ” and is incorporated
21	by reference as if fully set out herein.) Foster said:
22	“They won’t even give me a screenplay. I’ve read it, but they won’t
23	give me one to physically keep in my home ‘cause they’re so worried
24	about everybody.”
25	170. How Sony Pictures and MRC committed \$115 million to a movie without reading a
26	screenplay, but invested millions to keep the screenplay secret defies reason. This was done
27	to keep the Plaintiff from learning details of the film’s plot before it was released, to prevent
28	the Plaintiff from getting an injunction to stop production.

1	171. Had Sony Pictures behaved ethically, AND done their due diligence, they would
2	have read Blomkamp's screenplay, then they would have seen Def Blomkamp's unfocused
3	ideas, vast story weakness, and his poor literary skills. These shortcomings, juxtaposing
4	concepts that were beyond such limited literary skills, should have raised red flags that
5	Blomkamp's story may have been misappropriate, thus killing the deal. Hence, the Plaintiff
6	would have filed no claims, including all claims herein.
7	172. When Sony Pictures finally read Blomkamp's screenplay, seeing his poor writing
8	skills and disjointed ideas, they hired writer/producer Simon Kinberg, who Def Wiczky
9	described as a "fixer" (a term Wiczky borrowed from Jeff Rovin, expert witness in Briggs v
10	Blomkamp). In a 2014 email to Sony Pictures Chairperson, Amy Pascal. Wiczky wrote:
11	2014-10-27 13:36:12 Fwd: CHAPPIE NOTES
12	From: mwiczky@mrcestudios.com To: pascal, amy
13	MODI WICZYK:
14	"hi!so i asked si to share all the notes hes wanted to do, in detail, for
15	weeks but hasnt been able to do.it lines up w what everyones
16	saying. great detail and very specific.he also included rachels
17	document and merged it. simon is a fixer and a logician and i want
18	him to trest this like hes been brought in to doctor it on some level,
19	and he does too. <u>nb has been ignoring him the past few weeks after</u>
20	<u>listening to him up until then</u> . dont know why, dont care. its our turn
21	now.i told doug that we should leave the mtg telling thema. timeline
22	for seeing new stuff b. possibly do a parallel more radical cut to
23	play w thebig first act and religious note.c. first "basic" cut should
24	do all cuts in the notes, deal w ending. see you at 9."
25	173. A company has a responsibility to do basic due diligence, to make sure their
26	products are what they allege: original works. Having a CEO who is secret business partners
27	with the CEO of a talent agency subcontractor, undermines due diligence. Failing to read a
28	screenplay before buying the rights to that screenplay is not doing due diligence. Hiring a
	"fixer" to hide evidence of misappropriation is not doing due diligence. Rather, these are the
	methods of corrupt, mob-like conspirators.
	174. Further, during discovery in Briggs v Blomkamp et al, the Plaintiff asked the
	Defendants for all documentation of their due diligence to make sure Elysium was not an
	infringement. The Defendants failed to produced any such documentation.

**Defendant Blomkamp Gets Caught Lying To The World About
His “Aliens” Script (Which Also Did Not Exist) , in 2017:**

175. Just as Def Blomkamp (with Def Wiczyk’s help) sold Elysium to Sony and MRC without a screenplay, Blomkamp recently tried to sell his idea for a fifth “Aliens” film without a script—but this time he did it openly, online, for the world to see. Unfortunately, in the process he ensnared several other Hollywood notables in his’ strange world of lies.

176. On January 2nd, 2015, Def Blomkamp shared some “Aliens” concept art on his Twitter account, expressing hope of one day shooting the film. Soon dozens of Blomkamp fans began spreading the word that Def Blomkamp was out to make the fifth Aliens film, including in an article on Nerdist.com. (Said article from Nerdist.com is attached as “Exhibit HH” and is incorporated by reference as if fully set out herein.)

177. By July 2016, websites like ScreenRant.com were reporting Def Blomkamp had recruited actress Sigourney Weaver and director James Cameron to tell the world how great Blomkamp’s script was. (Said ScreenRant article is attached as “Exhibit II” and is incorporated by reference as if fully set out herein.) In ScreenRant Sigourney Weaver said:

“There is an incredible script by Neill. I didn’t want to do a fifth one. I thought going to earth wouldn’t be fun. I got this script that was amazing and gives fans everything they’re looking for...”

178. And James Cameron also praised the script in the ScreenRant article:

Director James Cameron (*Avatar*) then went on to throw in his two cents, saying that Blomkamp’s is “a very strong script” and “works gangbusters.”

179. “Gangbusters.”

180. Then, in April 2017, ScreenCrush.com reported that director Ridley Scott, owner of the Aliens franchise, had announced there would be no *Aliens 5* movie. Mr. Scott explained Defendant Blomkamp **never even had a script**. (Said Screen Crush article is attached as “Exhibit JJ” and incorporated by reference as if fully set out herein.) Ridley Scott stated:

“I don’t think it will ever see the light of day. There was never a script. Just an idea that evolved from a dozen or so pages.”

181. This all caused the article writer to wonder who was lying: “We seem to find

1 ourselves in a bit of a ‘*he said, she and he said*’ situation here,” Monagle wrote.

2 182. Remember, in 2000 Def Wiczysk helped sell his brother’s script to Summit without
3 so much as a script name, and Sony Pictures was right there, negotiating for the rights to
4 that unwritten, nameless script—eager to please any good friend of Ari Emanuel’s.
5 By 2016, with *Aliens 5*, the Defendants had grown so brazen that they let Def Blomkamp go
6 out and lie to the world for himself, believing they could throw a script together after the
7 contract was signed. Rubbing their hands in anticipation of all that money, none of them
8 expected Ridley Scott to do due diligence and insist on seeing a script, ruining their scheme.
9

10 **IN BRIGGS V BLOMKAMP THE DEFS HIRED A CONMAN, JEFF ROVIN**
11 **(WHO COMMITTED FRAUD UPON THE COURT & WENT ON FOX NEWS**
12 **TO ADMIT HE WAS A“FIXER” FOR BILL CLINTON) AS THEIR “EXPERT”**

13 183. Not only does this case reveal how effortlessly seemingly everyone in Hollywood
14 lies, it reveals that when they get caught lying and stealing other people’s work, they call on
15 world-class liars.

16 184. In a surreal, mobster-like twist, in Briggs v Blomkamp, rather than hiring one of
17 thousands of California intellectual property attorneys as an expert witness, the Defs hired
18 Jeff Rovin, a high school-educated New York “fixer” (Rovin’s self description). This is the
19 same Jeff Rovin who confessed (two years after Briggs v Blomkamp went to MFSJ) to the
20 *National ENQUIRER* (October 19th, 2016), and confessed on **Fox News**’ live telecast of
21 *The Sean Hannity Show* (Oct 24, 2016), that he was a professional “fixer” who
22 orchestrated false “smear” reports on people who disparaged President Bill and Hillary
23 Clinton—while Bill Clinton was President, Rovin claimed he then published these smear
24 articles in tabloid newspapers. Rovin’s interview with Hannity can be seen at
25 <https://www.youtube.com/watch?v=L3mzoKuFN5o>. The story carried in countless other
26 publications, including The Daily Beast. (Said Daily Beast article is attached as “**Exhibit**
27 **KK**” and is incorporated by reference as if fully set out herein.) (Said National ENQUIRER
28 article is attached as as “**Exhibit LL**” and is incorporated by reference as if fully set out
herein.)

1	185. Rovin made these self-incriminating admissions on camera, in his own words.
2	Rovin admitted that he also bribed the victims of his smears to stay quiet. Shockingly,
3	Rovin says the bribes were so effective that they <u>rarely needed to resort to other measures</u> .
4	In Rovin's words, " Most of the time it was just money, it never had to be any threats."
5	Witlessly, Rovin admitted threats, violence—or worse—might ensue if the money wasn't
6	accepted.
7	186. Sean Hannity summarized Rovin's work, saying, "Smearing happened. Money was
8	paid. Orders were given. You were to go out and damage the reputation of people like
9	Monica Lewinski."
10	187. Rovin modestly agreed with Hannity's assessment, stating, "It was a team effort."
11	188. Rovin went on to explain he had worked as a "fixer" many times in the past.
12	189. In <i>Brigg v Blomkamp</i> , the Defendants paid Jeff Rovin \$50,000 as a "fixer", to use
13	his literary talents to lie, falsify and commit fraud.
14	190. In <i>Brigg v Blomkamp</i> , Rovin's fraud was so extensive that the Plaintiff moved the
15	the court to exclude Rovin's "expert" report, as Rovin had falsified dozens of citations and
16	fabricated evidence to substantiate his own claims, including a lengthy "quote" in which he
17	fraudulently omitted 42 words—that wholly countered what Rovin reported. (Said Motion
18	to Exclude is attached as " Exhibit MM " and is incorporated by reference as if fully set out
19	herein.) Oddly, the court took no interest in the fraud contained in Rovin's report—which
20	became the base of the district court's summary judgment opinion—and denied the motion.
21	191. How the Defendants knew such a devious man's "expert" report would go
21	unchallenged is a mystery. How the Defendants knew such a sinister man existed—at all—is
22	stunning. Rovin explained that he worked for President Clinton when Bill Clinton was in
23	office (1991-2001). When asked how he came to be involved with the Clintons, Rovin
24	explained that the Clintons became aware of Rovin because, in Rovin's words, he was
25	"fixing something for an actor who was in their (the Clinton's) inner circle." Rovin does
26	not identify who this cabinet member is, but during the time Rovin was involved with the
27	Clintons (1991-1998), Rahm Emanuel worked as the senior adviser to President Clinton
28	(1993-1998). Rahm Emanuel is Defendant Ari Emanuel's brother.

Defendants May Use Campaign Donation To Avoid Prosecution

192. July 17, 2017, Observer.com reported that when Senator **Kamala Harris** was California's Attorney General she ignored corporate lawbreakers who made max donations to her campaign. (Said Observer article is attached as "**Exhibit NN**" and is incorporated by reference, as if fully set out herein). CampaignMoney.com reported **Def Emanuel** made max donations to Harris's campaign. (Said Campaign Money report is attached as "**Exhibit OO**" and is incorporated by reference as if fully set out herein.) The L.A. Times also reported Def Emanuel hosted a fundraiser for California's Lieutenant Governor Gavin Newsom. (Said LA Times article is attached as "**Exhibit PP**" and incorporated by reference, as if fully set out herein.) Emanuel likely made said donations to keep Harris, Newsom, and the Dept of Bus Oversight from investigating his improper ties with Universal, MRC, Screenbid, Sony, etc.

9TH CIRCUIT FILM RULING IRREGULARITIES & CONFLICTS

193. The district court's Briggs v Blomkamp summary ruling applied reversed law, rather than the prevailing law (cited by the Plaintiff). Such irregularities seem common in film industry cases in the 9th. In 2014, the L.A. Times asked Chief Justice **Alex Kozinski** about this and the 9th's relationship with the film industry. (Said article is attached as "**Exhibit QQ**" and incorporated by reference as if fully set out herein.) Kozinsky explained:

"He holds movie nights at the 9th Circuit courthouses in Pasadena, San Francisco and occasionally Seattle, where judges and lawyers pitch in for pizza and beer, **watch films and hear from scriptwriters and other industry insiders about the movies. Director George Lucas used to provide the court with films before they came out on DVDs...**"

194. Many readers were stunned to learn that The Studios had such access to the very judges trying their cases. The article quotes attorney Steven T. Lowe, who, implying bias in the Ninth, said, "The studios and networks always win." In 2010, *The Los Angeles Lawyer* published Lowe's article "Death of Copyright". (Said article is attached as "**Exhibit RR**" and is incorporated by reference as if fully set out herein.) In the article Lowe explains:

"Of the **48** copyright infringement cases against studios or networks that resulted in a final judgment within the Second and **Ninth Circuits (and the district courts within those circuits) in the last two decades, the studios and networks prevailed in all of them** and nearly always on motions for summary judgment."

SUMMARY**Review Of Facts Regarding Defendants' Actions,
Resulting In Injury To Plaintiff:**

195. The Defendants are accountable for taking the following actions, which resulted in injury to the Plaintiff:

(1)

196. Kevin Spacey and Dana Brunetti, acting alone or in conspiracy with other Defendants, create a social network website, called Trigger Street, or TriggerStreet ("TS" herein), located at triggerstreet.com from 2002 until 2011, and at labs.triggerstreet.com from 2011 until 2014.

(2)

197. Kevin Spacey and Dana Brunetti, acting alone or in conspiracy with other Defendants, published and rendered the TS "Terms of Use" contract page, which stated:

Unless otherwise specified, the materials on the Site and in the Services are presented **solely for** the purpose of promoting the entertainment, information, and community resources and services available in, and other uses in, **the United States of America**. We control and operate the Site and the Services from within the United States. We make no representation that materials on the Site or the Services are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws.

198. The previous statement from the TS "Terms of Use" page was deliberately false and/or misleading, and intended to inform members (or suggest, imply or insinuate) that TS was intended for use by and for, users in the USA. This was false, and WAS FRAUD, A MISREPRESENTATION, A FALSE STATEMENT, AND A DECEIT. These false statements were made to falsely assure informed, savvy writers that the website was safe from foreign "bad actors", as there are many nations that do not, or cannot enforce the Universal Copyright Convention, and often American copyright holders never learn that their works were misappropriated by foreign infringers, because the stolen works are only displayed in the infringers' nation. (TS also may have stated it was intended for US use to

1	avoid paying taxes on the international earnings from its Budweiser endorsement deal.)
2	199. In truth, unbeknownst to American users, from the outset TS was intended for
3	international use.
4	200. The Defendants' action were also a violation of <u>18 U.S. Code § 1001 - Statements</u>
5	<u>or entries generally (a) (1)</u> , which makes it illegal to make any materially false, fictitious,
6	or fraudulent statement or representation.
7	(3)
8	201. Defendant Kevin Spacey made numerous trips abroad, to London, Spain, etc., to
9	give speeches and interviews, and throw parties, intent to recruit new TS members. While in
10	Spain, in 2009, Spacey stated, "I started the website about six years ago, and we now have
11	close to 400,000 <u>members around the world</u> ."
12	202. This was BREACH OF CONTRACT , as most (perhaps all) members in the USA
13	believed the website was solely for use in the USA.
14	(4)
15	203. TS and the Defendants provided content and programming from TS to Bud.TV
16	from 2007 to 2009. Bud.TV also ran an international advertising campaign about this. This
17	international ad campaign advertised TS all around the world, as well as Bud.TV. Both,
18	advertising TS in Bud.TV promotions, AND advertising TS on Bud.TV itself, were
19	BREACHES OF CONTRACT of TS's Terms of Use contract page.
20	(5)
21	204. The Defendant(s) made the TS website with effectively no security features, as
21	ALL members were allowed to ANONYMOUSLY read ALL screenplays. This, while TS
22	claimed to be industry standard, encapsulating all of the desires and needs of its users, and
23	touted its state of the art security. This was a violation of state and federal conspiracy,
24	negligence, gross negligence, fraud, deceit, misrepresentations, and false statements laws.
25	(6)
26	205. Unlike a truly "industry standard" site like WritersScriptNetwork.com, all TS
27	members/users were encouraged and deceived into using and navigating the website with
28	false identities (even for writing reviews). Intent to protect the identities of misappropriating

1	conspirators, the Privacy page was written and designed to scare user/members into using
2	false identities. The TS Privacy page stated:
3	
4	User Names and User Disclosure
5	The user name you select or are provided with upon registration with the
6	Site is deemed non-personally identifiable information. Your user name
7	may be published on the Site and may be disclosed to others, including,
8	without limitation, to the public, and to any third parties with whom we
9	elect to share such information. In addition, if you include your name
10	or any other personally identifying information in any material
11	transmitted or posted on public areas of the Site or the Services
12	(including, without limitation, message boards, reviews and chat rooms),
13	such information will become public information and will be
14	published on the Site and will be disclosed to other users of the Site
15	and to other third parties who may have access to or otherwise see a
16	display of such information.
17	
18	206. These statements were made to encourage users to take risks they ordinarily would
19	not take, and should not take, as part of the Defendants efforts to persuade users/members to
20	make their wares accessible to the Defendants. This was CONSPIRACY and DECEIT.
21	
22	(7)
23	207. The TS Privacy page suggested that the website had a method to reveal the true
24	identity of all "accessors", if necessary.
25	
26	Information Disclosure
27	We reserve the right to disclose information submitted by or concerning
28	any user as we feel is necessary to protect our systems or business.
	Specifically, but without limitation, we reserve the right to disclose such
	information when a visitor or member is in violation of our Terms of Use
	or any other agreement with us, or engages (or is suspected of engaging)
	in any harmful, infringing or illegal activity....
	208. However, there is no evidence to support that TS ever, truly, had any method of
	retrieving any access records, or the accessor's true identity, etc. Nor is there any reason to
	believe such a system ever existed on TS. Thus, the Defendants' action were in violation of
	<u>18 U.S. Code § 1001 - Statements or entries generally</u> , which makes it illegal to make any
	materially false, fictitious, or fraudulent statement or representation.

(8)

209. The Defendant(s) made extraordinary and fraudulent claims about website security; doing so to lure in the best undiscovered writers, and eliminate any doubts or suspicions users might otherwise reasonably have. Such false and exceptional claims as:

a. The TS “About Us” page stated:

“Our team has been extensively researching and designing TriggerStreet.com to ensure that it **encapsulates every aspect of the user's desires and needs.**”

210. THIS WAS FRAUD. All reasonable screenwriter members would expect (from a website assuring that the website “**encapsulates every aspect of the user's desires and needs**”) that records be preserved of all access of writers’ work, identifying which members accessed which works, AND recorded by the accessor’s true name —AND NOT erase all access history if the member removes his/her work because he/she worries his work may be unsafe on the website. Members would reasonably expect and *desire* this (from a site claiming to be industry standard) because other websites were already doing this (InkTip.com, perhaps others). Further, all reasonable members would **desire** and **need** a website to use accurate language, and behave in accordance with the implicit language of the Website’s Terms of Use”. And if the “Terms of Use” stated, suggested, implied—or used language that implied—that the website was solely for use in the USA, members should expect that site operators would act in accordance with that agreement, and not advertise or recruit abroad. This false claim was made to lure writers to an unsafe website.

211. This was deceit. The Defendants’ action were also in violation of 18 U.S. Code § 1001 - Statements or entries generally, which makes it illegal to make any materially false, fictitious, or fraudulent statement or representation.

a. On the TS Privacy page, the “Security” message stated:

“Security

When you submit information via the Site, your information is protected using secure data networks protected by **industry standard firewall and password protection systems**. Our security practices and policies are periodically reviewed and updated as necessary, and only authorized individuals have access to the information provided by our users.”

COMPLAINT

212. THIS WAS FRAUD. There was nothing “industry standard” about the TS screenwriter website. The standard was set by Writers Script Network.com (InkTip.com). InkTip kept all records of all access, even after members left. On InkTip.com, there was no feature erasing all access records upon script removal. By implying all information was protected and secure and industry standard, reasonable members would assume all members’ access activity would be recorded, stored, and protected—not erased.

213. The Defendants’ action were also a violation of 18 U.S. Code § 1001 - Statements or entries generally (a) (1), which makes it illegal to make any materially false, fictitious, or fraudulent statement or representation.

b. The Defendant(s) and TS used Def Spacey’s stardom to lure in writers, then writers were **promised** “industry access and exposure”; using Spacey’s fame and Academy Award winning laurels to leverage a false promise. TS’s statement from its “About Us” page promised that:

“Based on the principles of creative excellence, it (the TS website) provides **industry access and exposure** to help build the careers of notable new filmmakers and screenwriters.”

214. THIS FALSE PROMISE, bolstered by the other fraudulent statements on the “Terms of Use”, “About Us”, and “Privacy” pages, expanded a pattern of false statements, misrepresentations, fraud and deceit. The Plaintiff did NOT expect to be *discovered*. But he also did NOT expect to be cheated by these industry insiders.

(9)

215. The Defendants added a new counter security feature, whereby if a member removed his/her screenplays from the TS website because he/she worried that it might be unsafe or the target of infringers or pirates, the moment the writer removed his script ALL access records would be erased. The Plaintiff believes the Defs added this feature in 2007 to access and steal the Plaintiff’s work. But whether this extra hidden layer of counter-security was added when the website was made, in 2002, or if it was added in 2007, the Defendant(s) and TS did not inform members about this feature, and it was never mentioned on the TS website. The Defendants’ failure to inform members of this counter-security

1 feature, and the risks it posed, was a deliberate omission of imperative information. The
 2 Defendants actions were in violation of California Civ. Code § 1572, fraud by omission, and
 3 constitute DECEIT in violation of California Civ. Code § 1709, and these actions and
 4 inactions were in violation of 18 U.S. Code § 1001 - Statements or entries generally (a) (1),
 5 which makes it illegal to conceal or cover up such facts.

6 (10)

7 216. Corporations are expected to do due diligence in all substantial purchases,
 8 transactions and deals (such as investing \$120 million in a film). Due diligence means doing
 9 **“a complete and appropriate review of documentation and facts by a potential buyer**
 10 **or its agents before purchasing an asset or engaging in business with a prospect”** (from
 11 the Law Offices of Stimmel, Stimmel & Smith); this definition goes on to require a
 12 **“...complete review using lawyers and CPAs to assist so that when one is done, one knows**
 13 **all that one needs to know before engaging in business with or buying a company or other**
 14 **asset or piece of property.”** The Defendants did not do due diligence—not even reading the
 15 screenplay before buying its rights; thus, the Defendants engaged in **gross negligence**.

16 (11)

17 217. The Defendants engaged in conflicts of interests that violated **CALIFORNIA**
 18 **LABOR CODE SECTION 1700.39**, which states, “No talent agency shall divide fees with
 19 an employer, an agent or other employee of an employer.” Defendant Ari Emanuel was the
 20 central talent agent in making the film Elysium, representing Elysium’s star Def Matt
 21 Damon, and its writer/director Def Neill Blomkamp. Defendant Ari Emanuel is also an
 21 owner of MRC (the employer of Def Neill Blomkamp for the making of Elysium, and the
 22 buyer of Elysium’s film rights). Thus, Def Ari Emanuel divided fees as a talent agent and
 23 employer. The Plaintiff was injured by this violation of California law.

24 (12)

25 218. The Defendants engaged in VIOLATIONS OF CALIFORNIA BUSINESS &
 26 PROFESSIONS CODE § 17200, ET SEQ., UNFAIR BUSINESS PRACTICES ACT. Sony
 27 Pictures’ (a publicly traded company), and its CEO Michael Lynton, violated California
 28 Business & Professions Code § 17200, ET SEQ., by engaging in improper and unethical

1 business relationship, whereby Michael Lynton, acting as an officer of Sony Pictures, hired
 2 a subcontract, Screenbid, to sell numerous items of substantial value for Sony Pictures.
 3 Thus, Def Lynton profited as Sony Pictures' CEO, and he and Def Ari Emanuel profited as
 4 the owners of Screenbid, the subcontracted auction service. This was a conflict of interest.

5 219. This improper relationship caused CEO Michael Lynton to encourage his
 6 subordinates and peers NOT to scrutinize projects, clients or business entities associated
 7 with his secret business partner Def Ari Emanuel. Thus, Sony Pictures agreed to distribute
 8 Elysium without doing due diligence to read a screenplay to see to it that it was reasonably
 9 executed. Had Sony Pictures employed a reasonable standard of due diligence, Elysium
 10 would not have been made; thus, no injury would have come to the Plaintiff.

11 (13)

12 220. The Defendants engaged in Obstruction Of Justice by closing and destroying the
 13 TS website 6 days after the Plaintiff filed his Notice of Appeal to the Ninth Circuit Court of
 14 Appeals. The Defendants did this to destroy incriminating evidence, because the district
 15 court based its MFSJ ruling on reversed law, cited by the Defendants, rather than the
 16 prevailing law, cited by Plaintiff. Thus, Briggs v Blomkamp, et al, is/was apt to be returned
 17 to the lower court, where the Plaintiff will/would subpoena all website access records, to
 18 confirm the Defendants used TS to access the Plaintiff's work, and confirm that TS
 19 misrepresented its security and ID protection features, and had no such records or oversight
 20 at all.

21 (14)

21 221. By conspiring to hire an admitted "fixer", Jeff Rovin (who spent years of his life
 22 preparing false smear stories for tabloid news), to prepare and submit a falsified "expert"
 23 report to the court, the Defendants engaged in SUBORNATION OF PERJURY. This was
 24 also a violation of 18 U.S. Code § 1001 - Statements or entries generally (a) (1), which
 25 makes it illegal to knowingly and willfully: (1) falsify, conceal, or cover up by any trick,
 26 scheme, or device a material fact; (2) make any materially false, fictitious, or fraudulent
 27 statement or representation; or (3) make or uses any false writing or document knowing the
 28 same to contain any materially false, fictitious, or fraudulent statement or entry.

(15)

222. By stating, in their answers to the Plaintiff's interrogatories, that Simon Kinberg only provided a "polish" to the Defendants script, "Elysium", when, in fact, he did exhaustive work to salvage the screenplay, the Defendant(s) committed **Perjury**. This was also a violation of 18 U.S. Code § 1001 - Statements or entries generally (a) (1), which makes it illegal to conceal or cover up such facts.

(16)

223. In Briggs v Blomkamp, the Plaintiff stated that the Elysium film editor(s) would confirm that the Film's editing resumed in June, 2013 (after wrapping up originally in February 2013), after the Defendants learned of the Plaintiff's immanent lawsuit. The Plaintiff stated the editor(s) would also confirm that this final film editing was done to try to remove the the hero's headaches. But the Defendants refused to provide Plaintiff any access to Elysium's final editor, Lee Clarke. In doing so the Defendants **VIOLATED RULE 37**—a violation that may have changed the outcome of the case. In doing so, the Defendants endeavored to conceal and cover up their misappropriation of the Plaintiff's work; a violation of 18 U.S. Code § 1001 - Statements or entries generally (a) (1).

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

CONSPIRACY

Violating California Penal Code 182(a)(3),(4), and/or (5)
(Against All Defendants)

224. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through 223, as if fully set out herein.

California Penal Code 182 (a)(3)(4)(5) makes it unlawful:

- (a) If two or more persons conspire:
- (3) Falsely to move or maintain any suit, action, or proceeding.
- (4) To cheat and defraud any person of any property, by any means which are in themselves criminal, or to obtain money or property by false pretenses or by false promises with fraudulent intent not to perform those promises.
- (5) To commit any act injurious to the public health, to public morals, or to pervert or obstruct justice, or the due administration of the laws.

COMPLAINT

1	225. The Defendants engaged in three (3) conspiracies, in violation of California Penal
2	Code 182(a) (3)(4) and/or (5). California Penal Code requires that one of the conspirators
3	commit an overt act in the process. The Defendants committed many overt actions:
4	First Conspiracy
5	226. To unlawfully enrich themselves, the Defendants conspired to create a social
6	network for screenwriters and filmmakers, with little or no security features. The
7	Defendants would then mislead screenwriters that the website was safe, then the Defendants
8	could access and misappropriate these screenwriter's work.
9	227. Overt Act #1: The Defendants conspired to create a social network website.
10	228. Overt Act #2: The Defendants conspired to design the website with effectively no
11	security features.
12	229. Overt Act #3: The Defendants conspired to commit fraud and mislead website
13	member/users that the website had reasonable security features, when it had none.
14	230. Overt Act #4: The Defendants conspired to add a counter security feature that
15	erased all access information if members removed their screenplays.
16	231. Overt Act #5: The Defendants apparently conspired to add this feature (described
17	in the previous paragraph) in 2007, to erase evidence of their access of the Plaintiff's script.
18	232. Overt Act #6: The Defendants conspired to make the film Elysium (which may
19	still be legally proven to be derived from the Plaintiff's work), careful not to leak any
20	information about the project.
21	233. Overt Act #7: The Defendants conspired to create website <i>Terms of Use</i> page that
21	stated the website was intended solely for use in America, but the Defendants repeatedly
22	sent Def Spacey around the globe to recruit members. The Defendants ALSO secretly
23	advertised TS on international websites (like Bud.TV) and in other international
24	publications. The Defendants knew what the Terms of Use rules stated, and they agreed
25	amongst themselves that it was important to violate said rules, to get international members.
26	234. Overt Act #8: While producing the film Elysium, the Defendants conspired to
27	keep the Elysium script an absolute secret, not even allowing Hollywood giants like Jody
28	Foster to take her script home.

1 Kinberg merely “polished” Def Blomkamp’s script.

2 241. **Overt Act #13:** The Defendants conspired to shut-down and destroy the TS social
3 network 6 days after the Plaintiff filed his Notice Of Appeal, also obstructing justice.

4 **Third Conspiracy**

5 242. To greatly increase and accelerate their rate of personal enrichment, the Defendants
6 conspired to break California business, labor and ethics codes. Breaking these business
7 labor and ethics codes caused a disintegration in the Defendants’ business practices, causing
8 them to act recklessly, and negligently.

9 243. **Overt Act #14:** The Defendants conspired to commit to invest over \$100,000,000
10 to make the film Elysium, without reading a script.

11 244. **Overt Act #15:** The Defendants conspired to create an arrangement where
12 Universal Pictures or its parent or its subsidiaries, will finance and/or distribute any project
13 Def Ari Emanuel brings Universal Pictures—even unlawfully acquired projects.

14 245. **Overt Act #16:** The Defendants conspired to engage in inappropriate business
15 relationships, such as Def Emanuel and Sony Pictures CEO Michael Lynton co-owning
16 Screenbid, and Defendant Emanuel co-owning MRC (violating Cal Labor Code 1700.39).

17 246. In the aforementioned actions, and others detailed in this Complaint, and perhaps
18 others to be revealed at trial, the Defendants willfully, maliciously, fraudulently, with
19 wrongful intent to harm the Plaintiff, with disregard for the Plaintiff’s rights and welfare,
20 and with disregard for ethics and for the law, engaged in one or more conspiracies.

21 247. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the
21 Defendants’ actions, in an amount to be determined at trial.

22 **SECOND CLAIM FOR RELIEF**
23 **OBSTRUCTION OF JUSTICE & ANTICIPATORY OBSTRUCTION OF JUSTICE**
24 **Violating 18 U.S. Code § 1519**
25 **Destruction, Alteration, Or Falsification Of Records In A Federal Investigation**
(Against All Defendants)

26 248. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
27 247, as if fully set out herein.

28 249. 18 U.S. Code § 1519 makes it unlawful to destroy evidence, etc., in anticipation or

Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any case filed under title 11, or in relation to or **contemplation** of any such matter or case, shall be fined under this title, imprisoned not more than 20 years, or both.

251. In these actions, detailed in this Complaint, and perhaps others to be revealed at trial, the Defendants willfully, maliciously, with wrongful intent to harm the Plaintiff, and with disregard for the law, acted to violate the law and obstruct justice.

19 **THIRD CLAIM FOR RELIEF**
20 **FRAUD AND FALSE STATEMENTS**
21 **Violating 18 U.S. Code § 1001 (Statements or entries generally)**
(Against All Defendants)

23 254. In their actions, detailed in this Complaint, the Defendants willfully, maliciously,
24 with wrongful intent to harm the Plaintiff and perhaps others, with disregard for the law,
25 committed numerous acts of fraud, misrepresentations, deceit, fraudulent omissions, false
26 statements, etc., in violation of 18 U.S. Code § 1001.

56

FOURTH CLAIM FOR RELIEF**BREACH OF CONTRACT**

Violating California Code, Civil Code § 3294

(Against All Defendants)

256. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through 255, as if fully set out herein.

257. In their actions detailed in this Complaint, and perhaps other actions to be revealed at trial, the Defendants willfully and with disregard for ethics and law, committed numerous acts of Breach Of Contract, in violation of California Civil Code § 3294.

258. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the Defendants' actions, in an amount to be determined at trial.

FIFTH CLAIM FOR RELIEF**FRAUD**

Violating California Civ. Code § 1572

(Against All Defendants)

259. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through 258, as if fully set out herein.

260. In their actions detailed in this Complaint, and perhaps other actions to be revealed at trial, the Defendants willfully, maliciously, and with wrongful intent to harm the Plaintiff and perhaps others, and with disregard for the law, committed numerous acts of fraud, misrepresentation, deceit, fraudulent omissions, false statements, etc., in violation of California Civ. Code § 1572.

261. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the Defendants' actions, in an amount to be determined at trial.

SIXTH CLAIM FOR RELIEF**DECEIT**

Violating California Civ. Code § 1709

(Against All Defendants)

262. The Plaintiff Hereby realleges and incorporates by reference paragraphs 1 through 261, as if fully set out herein.

263. In their actions detailed in this Complaint, and perhaps other actions to be revealed at trial, the Defendants willfully, maliciously, and with wrongful intent to harm the Plaintiff

1 (and perhaps others), and with disregard for the law, committed numerous acts of deceit, in
2 violation of California Civ. Code § 1709.

3 264. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the
4 Defendants' actions, in an amount to be determined at trial.

5 **SEVENTH CLAIM FOR RELIEF**

6 **NEGLIGENCE**

7 Violating 19 U.S. Code § 1592 (Penalties for fraud, gross negligence, and negligence)
8 **(Against All Defendants)**

9 265. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
10 264, as if fully set out herein.

11 266. In their actions, detailed in this Complaint, and perhaps other actions to be revealed
12 at trial, the Defendants, with wrongful intent to harm the Plaintiff (and perhaps others), with
13 disregard for ethics and the law, acted with negligence, in violation of 19 U.S. Code § 1592.

14 267. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the
15 Defendants' actions, in an amount to be determined at trial.

16 **EIGHTH CLAIM FOR RELIEF**

17 **GROSS NEGLIGENCE**

18 Violating 19 U.S. Code § 1592 (Penalties for fraud, gross negligence, and negligence)
19 **(Against All Defendants)**

20 268. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
21 267, as if fully set out herein.

22 269. In their actions, detailed in this Complaint, and perhaps other actions to be
23 revealed at trial, the Defendants willfully, maliciously, with wrongful intent to harm the
24 Plaintiff (and perhaps others), with disregard for the Plaintiff, ethics, and the law, acted
25 with gross negligence, in violation of 19 U.S. Code § 1592.

26 270. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the
27 Defendants' actions, in an amount to be determined at trial.

28 **NINTH CLAIM FOR RELIEF**

VIOLATING CALIFORNIA LABOR CODE § 1700.39

(Against All Defendants)

271. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through

1 270, as if fully set out herein.

2 272. In their actions, detailed in this Complaint, and perhaps other actions to be
3 revealed at trial, the Defendants willfully, with wrongful intent, and disregard for others,
4 ethics and the law, violated California Labor Code 1700.39.

5 273. The Plaintiff was injured as a direct, foreseeable and proximate consequence of
6 the Defendants' actions, in an amount to be determined at trial.

7 **TENTH CLAIM FOR RELIEF**
8 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
9 **[CAL BUS & PROF CODE§ 17200, ET SEQ.]**
10 **(Against All Defendants)**

11 274. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
12 273, as if fully set out herein.

13 275. In their actions, detailed in this Complaint, and perhaps others to be revealed at
14 trial, the Defendants willfully, with wrongful intent, motivated to unlawfully enrich
15 themselves, with negligent disregard for the Plaintiff, others, ethics and the law, violated
16 the Unfair Business Practices Act [Cal Bus & Prof Code§ 17200, Et Seq., namely: officers
17 of separate but cooperating businesses, willfully entered a conflict of interest, by going into
18 a secret, private business partnership as co-owners of Screenbid, which the Defendants
19 used as a subcontractor for their separate businesses. These conflicts of interests eroded the
20 Defendants business standards and practices; creating the circumstances whereby the
21 Defendants were able to misappropriate the Plaintiff's intellectual property.

22 276. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the
23 Defendants' actions, in an amount to be determined at trial.

24 **ELEVENTH CLAIM FOR RELIEF**
25 **PERJURY**
26 **Violating 18 U.S. Code § 1621 (Perjury generally)**
27 **(Against All Defendants)**

28 277. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
29 276, as if fully set out herein.

30 278. In their actions, detailed in this Complaint, and perhaps other actions to be
31 revealed at trial, the Defendants willfully, maliciously, with disregard for the law,

1 committed perjury, in violation of 18 U.S. Code § 1621.

2 279. The Plaintiff was injured as a direct, foreseeable and proximate consequence of
3 the Defendants' actions, in an amount to be determined at trial.

4 **TWELFTH CLAIM FOR RELIEF**
5 **TAMPERING WITH EVIDENCE**

6 **Violating 18 U.S. Code § 1512(c)(1) (Tampering with a witness, victim, or informant)**
7 **(Against All Defendants)**

8 280. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
9 279, as if fully set out herein.

10 281. In their actions, detailed in this Complaint, and perhaps other actions to be
11 revealed at trial, the Defendants willfully, maliciously, and with disregard for the law,
12 engaged in tampering with evidence, in violation of 18 U.S. Code § 1512(c)(1).

13 282. The Plaintiff was injured as a direct, foreseeable and proximate consequence of
14 the Defendants' actions, in an amount to be determined at trial.

15 **THIRTEENTH CLAIM FOR RELIEF**
16 **WITNESS TAMPERING**

17 **Violating 18 U.S. Code § 1512(c)(2) (Tampering with a witness, victim, or informant)**
18 **(Against All Defendants)**

19 283. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
20 282, as if fully set out herein.

21 284. In their actions, detailed in this Complaint, and perhaps other actions to be
22 revealed at trial, the Defendants willfully, and with disregard for the law, justice, and the
23 Plaintiff's rights, engaged in tampering with evidence, in violation of 18 U.S. Code §
24 1512(c)(1).

25 285. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the
26 Defendants' actions, in an amount to be determined at trial.

27 **FOURTEENTH CLAIM FOR RELIEF**
28 **SUBORNATION OF PERJURY**

Violating 18 U.S. Code § 1622
(Against All Defendants Except The California Dept. Of Business Oversight)

286. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1
through 285, as if fully set out herein.

287. In their actions, detailed in this Complaint, and perhaps other actions to be revealed at trial, the Defendants willfully and maliciously violated the Plaintiff's rights and the law, to engage in subornation of perjury, in violation of 18 U.S. Code § 1622.

288. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the Defendants' actions, in an amount to be determined at trial.

PRAYER FOR RELIEF:

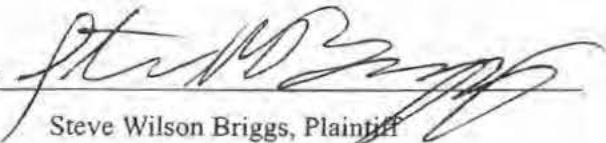
WHEREFORE, Plaintiff prays for a judgment against the Defendants as follows:

1. For general damages in an amount according to proof at the time of trial;
2. For exemplary damages;
3. For special damages in an amount according to proof at trial;
4. For restitution and disgorgement of all profits (estimated at \$850,000,000—which represents the total projected profits that the Defendants will realize from the misappropriation of the Plaintiff's work, see page 18, para 2) in favor of the Plaintiff, consistent with US copyright remedies (plus any exemplary damages for deceiving the district court);
5. For Plaintiff's cost of this lawsuit and reasonable attorney's fees;
6. For such injunctions and additional relief the Court may deem proper..

DATED: November 13th, 2017

Respectfully Submitted

By:


Steve Wilson Briggs, Plaintiff

COMPLAINT

EXHIBIT 5

1	Steve Wilson Briggs	
2	681 Edna Way,	
3	San Mateo, CA 94402	
4	510 200 3763	
5	snc.steve@gmail.com	
6	PLAINTIFF In Propria Persona	
7		
8	UNITED STATES DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA	
10		
11	STEVE WILSON BRIGGS	Civ No: CV 17 6552
12	Plaintiff,	FIRST AMENDED COMPLAINT
13	vs	FOR:
14	UNIVERSAL CITY STUDIOS LLC;	1. CIVIL CONSPIRACY
15	NBCUNIVERSAL MEDIA, LLC;	2. SPOLIATION OF EVIDENCE
16	SONY PICTURES ENT INC.;	3. BREACH OF CONTRACT
17	KEVIN SPACEY;	4. FRAUD / INTENTIONAL MISREPRESENTATIONS
18	ARI (ARIEL) EMANUEL;	5. DECEIT
19	MATT DAMON;	6. CONCEALMENT
20	BEN AFFLECK;	7. NEGLIGENCE
21	NEILL BLOMKAMP;	8. GROSS NEGLIGENCE
22	MORDECAI (MODI) WICZYK;	9. VIOLATION OF CALIFORNIA LABOR CODE § 1700.39
23	ASIF SATCHU;	10. VIOLATION OF UNFAIR BUSINESS PRACTICES ACT [CAL BUS & PROF CODE § 17200, ET SEQ.]
24	BILL BLOCK;	11. WITNESS TAMPERING
25	DANA BRUNETTI;	12. INFRINGING EXPORTATION (17 USC § 602, under 17 USC § 501)
26	MRC II DISTRIBUTION COMPANY LP (AKA MRC, Media Rights Capital, and all other MRC entities and subsidiaries)	13. COPYRIGHT INFRINGEMENT (17 U.S.C § 501)
27	Defendants.	DEMAND FOR JURY TRIAL
28		

COMPLAINT

NATURE OF ACTION :

1 Pursuant to 28 U.S. Code § 1331 (as this matter involves violations of US federal
2 law) and 28 U.S. Code § 1367(a) (as this matter is substantially related to the prior action,
3 Briggs v Blomkamp, currently in appeals), Plaintiff brings this action against the Defendants
4 (Defs) for their violations of federal and state law. In pursuit of personal enrichment and/or
5 to gain unlawful competitive advantage, the Defendants engaged in such violations as:

- 6 1. Spoliation: 6 days after Plaintiff filed Notice of Appeal (in Briggs v Blomkamp,
7 C134679), the Defs closed their social network TriggerStreet.com (TS) to destroy
8 evidence and records, as this was their access point in Briggs v Blomkamp; Plaintiff
9 would subpoena these records if the 9th Circuit remands the matter for trial.
- 10 2. Defs Spacey and Brunetti (likely acting at Def Emanuel's behest) created the social
11 network, TS, to secretly and unlawfully access, appropriate and alter the original
12 works of undiscovered writers. The Defs financially profited from these activities,
13 or received film acting roles, or film production or distribution benefits.
- 14 3. Breach: TS's Terms Of Use stated the site was solely for use in the USA, yet
15 secretly the site operated around the world. Further, secretly and without consent
16 from US members, Spacey and Brunetti went to London (2002) and Spain (2009) to
17 recruit new members, touting TS's "400,000 members around the world."
- 18 4. By making Plaintiff's work available in foreign markets, without Plaintiff's consent,
19 the Defs committed Infringing Exportation, infringing on the Plaintiff's copyright.
- 20 5. Without informing TS members, the Defendants installed an anti-security feature on
21 TS, which erased all access records if a member deleted their work.
- 22 6. In Briggs v Blomkamp the Defs hired "fixer" Jeff Rovin (a high school-educated
23 fantasy writer) as their sole "expert" witness. Rovin provided a falsified report to the
24 court. Two years after Briggs v Blomkamp went to appeals, on Oct. 24, 2016, Rovin
25 went on national TV, Fox News' The Sean Hannity Show, to admit he was a
26 professional "fixer" (someone who makes problems go away by producing false
27 stories and documents) for President Bill Clinton's administration. Clearly, the Defs
28 hired Rovin to "fix" his expert report, and violate the judicial process. In June 2014,

COMPLAINT

the Plaintiff moved to exclude Rovin's report due to its gross fraud: Motion denied.

7. Evidence will show Def Ari Emanuel, a talent agent, is also Hollywood's most powerful film producer—against California labor & business codes § 1700.39, which makes it unlawful for a talent agent to act as both agent and as an employer.

8. Defs boasted TS had "industry standard" security, when, in fact, they removed all security features to allow themselves constant anonymous access to writer's works.

9. Defs made wild false promises to entice new writers to TS, such as: "Our team has been extensively researching and designing TriggerStreet.com to ensure that it encapsulates every aspect of the user's desires and needs".

10. The Defs used Def Emanuel's influence with Universal Pictures to entice, persuade or bribe the enlistment of other conspirators and as leverage against business rivals.

11. The Defs unlawful relationships (e.g. Defs Emanuel's and Block's co-ownership of Screenbid.com with Sony Picture's CEO M. Lynton; Emanuel's co-ownership of MRC with Defs Satchu and Wiczzyk) created a culture where the Defs neglected to do due diligence. Thus, before they ever read a script, Sony Pictures and MRC bought the rights to the film Elysium (which was misappropriated from the Plaintiff).

JURISDICTION:

2. Jurisdiction: This court has subject matter jurisdiction per 28 USC § 1331, as this action involves violation of federal law; per 28 U.S. Code § 1367(a), as this matter is substantially related to Plaintiff's prior federal action, Briggs v Blomkamp; and perhaps partially under 28 USC § 1332(a)(2), as one or more Defendant is/are foreign citizens.

3. Venue: venue is proper pursuant to 28 § 1391(b)(2) as events giving rise to this complaint occurred in this district, and 28 § 1391(d), by virtue of the Defendants' business transaction with this dist., and under 326 US 310 the Defs meet the minimum contact rule.

4. Intradistrict Assignment: San Francisco is the proper intradistrict assignment as a substantial part of the events and omissions, leading to this lawsuit, occurred in this district.

THE PARTIES:

5. Plaintiff, Steve Wilson Briggs, is a filmmaker, screenwriter, author, musician and a makerspace tinkerer/teacher at Cesar Chavez & Green Oaks Academy.

1	6. Defendant Universal Pictures is an American film studio; NBCUniversal subsidiary.
2	7. Defendant Sony Pictures is a subsidiary of the Japanese multinational Sony Corp.
3	8. Def NBCUniversal is a multinational media conglomerate & Comcast subsidiary.
4	9. Defendant Kevin Spacey is an American actor, and one of the men purportedly
5	responsible for creating the now defunct social network TriggerStreet (TS).
6	10. Defendant Ariel (Ari) Emanuel is a talent agent and co-CEO of WME-IMG.
7	11. Defendant Matt Damon is an American actor and screenwriter.
8	12. Defendant Ben Affleck is an American actor and screenwriter.
9	13. Defendant Neill Blomkamp is a South African-born film director. He is, on
10	information and belief, a Canadian or South African citizen.
11	14. Defendant Mordecai Wiczuk is the co-CEO of Media Rights Capital (MRC);
12	15. Def Asif Satchu is the co-CEO of MRC, and is believed to be a citizen of Canada.
13	16. Def Bill Block is CEO of Miramax (a subsidiary of Qatari's beIN Media & Al
14	Jazeera).
15	17. Defendant Dana Brunetti is credited with the conception of TriggerStreet.
16	18. Defendant MRC is a diversified global media company, with many subsidiaries
17	and/or aliases, including: Media Rights Capital, MRC II LP; MRC II Distribution Company
18	LP; ; MRC II Holdings, L.P.; AsgarI Inc.; Oaktree Entertainment, Inc., and more.
19	NOTE:
20	19. Some of the issues in this Complaint concern false statements made during discovery
21	and a falsified witness report submitted in Briggs v Blomkamp, C134679 PJH. Some of the
21	issues concern certain the Defendants destroying property/evidence related to Briggs v
22	Blomkamp, as that matter moved into appeals—actions which were unknown to the Plaintiff
23	until February 2016. Some of the issues involve the Defendants creating a business culture
24	that encouraged deceit and neglect, creating the conditions under which the Plaintiff's
25	property was violated. Some of the issues involve the Defendants writing and entering into
26	falsified contracts and/or breaching these contracts, which bound the Defendants and
27	Plaintiff until the contract terminated when TriggerStreet.com (or labs.triggerstreet.com)
28	went out of business, November 6th, 2016.

COMPLAINT

1 STATEMENT OF FACTS & ALLEGATIONS:

2 Brief Case Overview

3 20. The Defendants conspired to create and operate (for 12 years) a social network for
 4 screenwriters and filmmakers, known as TriggerStreet (referred to as TS in this
 5 Complaint). TriggerStreet (TS) was located at www.triggerstreet.com from 11/2002 to
 6 07/2011, and at www.labs.triggerstreet.com from 07/2011 to 11/2014. The Defendants used
 7 TS to fraudulently access and acquire original film ideas. By using TS's 400,000+ members
 8 to review, judge, and rank the best work, the Defendants were able to peruse the very best
 9 scripts at their leisure, alter them slightly, then produce and market them, as their own.

10 21. To entice the best undiscovered writers into joining TS and submitting their
 11 screenplays, the Defs published and rendered a contract comprised of false claims,
 12 deception and concealments. TS's "Terms of Use", "About Us" and "Security" pages
 13 claimed to employ "industry standard" security, and boasted that TS "encapsulates every
 14 aspect of the user's desires and needs", when, in fact, TS's security features were effectively
 15 non-existent. (Said TS websites pages "Terms of Use", "About Us" and "Privacy" are
 16 attached, respectively, as Exhibit A, Exhibit B, Exhibit C, and are incorporated by
 17 reference as if fully set out herein.) The Defs conspired to remove all security features on
 18 the website. Any member could download any script, without the writer knowing the
 19 downloader's ID. Only if an accessor chose to write a script review would the writer be
 20 informed of the accessor's ID—but only the accessor's pseudonym (fake name) ID, while
 21 others users who downloaded the script without leaving a review, left no trace at all.

22 22. More astounding, in 2007, the Defs added a new anti-security feature, without
 23 informing members, whereby if a member—concerned about security—deleted his script
 24 from TS, the deletion would trigger the erasure of all access records. This was done to
 25 conceal the Defs accessing the Plaintiff's work (only posted in 2007). In May 2016, in an
 26 Amazon Studios forum (<https://studios.amazon.com/discussions/Tx26JKEN8CYMP95>) a
 27 former TS member recalled that this "memory dump" feature was added in 2007. (Said
 28 forum is attached as "Exhibit D" and incorporated by reference as if fully set out herein;
 see last entry, page 4.) In 2014, as Briggs v Blomkamp proceeded through discovery, the

1 Plaintiff contacted TS to ask for their records of all the members who accessed his work.
 2 (Said email is attached as “Exhibit E” and incorporated by reference as if fully set out
 3 herein). TS replied that when his work was removed, all access records were erased. (Said
 4 email is attached as “Exhibit F ” and is incorporated by reference as if fully set out herein.)

5 23. TS falsely assured members that the site was intended solely for use in the USA.
 6 But Spacey and Brunetti secretly marketed TS all around the world.

7 24. Through secret and private business co-ownerships with key CEOs, in businesses
 8 like Screenbid and MRC, Def Emanuel cultivated unethical relationships with Universal
 9 Pictures, Sony Pictures, MRC, QED, etc. Thus, these companies would finance and
 10 distribute almost any project Emanuel asked, ignoring due diligence and best practices.

11 25. The Defendants’ final illegal action occurred on Nov 6th, 2014, 6 days after
 12 Plaintiff filed his Notice Of Appeal (Briggs v Blomkamp), when the Defs surreptitiously
 13 closed TS, to destroy incriminating evidence —understanding the district court based its
 14 MFSJ ruling on vacated law, rather than prevailing law (cited by Plaintiff). Thus, the case
 15 was apt to be remanded for trial, where the Plaintiff would subpoena all site access records.

16 NOTE:

17 26. This Complaint reveals Def Ari Emanuel lead a conspiracy to misappropriate ideas
 18 using TS and ProjectGreenlight.com (Project Greenlight), to market these ideas to his
 19 business partners at Sony Pictures, MRC, Universal Pictures, NBCUniversal, etc. Relevant
 20 to this, Def Emanuel or WME has represented Defs Ben Affleck and Matt Damon for most
 21 of their careers. Curiously, like Spacey, Affleck and Damon ran a screenwriter/filmmaker
 21 website, Project Greenlight, from 2000-05 and 2015-16. Curiously, both sites used peculiar
 22 language like peer-to-peer, and used peer reviews to weed out bad scripts. And curiously,
 23 Spacey, Damon and Affleck were the only celebrities with screenwriter websites from
 24 2000-2014. In 2005, writer Joel Lamontagne sued Project Greenlight and Harvey
 25 Weinstein’s Miramax , alleging the TV series Project Runway (2005-present) was stolen
 26 from a treatment he submitted to Project Greenlight. The allegedly stolen work became the
 27 property of Universal Pictures’ parent, NBCUniversal . Def Emanuel’s shadowy projects
 28 eventually becoming the property of Universal is a recurring pattern in this Complaint.

COMPLAINT

BACKGROUND FACTS:

(Understanding This Case Requires Knowledge Of Key Background Facts & Actors;
A Review Of Facts Directly Pertaining To The Defs Violations Begins On Page 18)

THE SIX (6) PRIMARY DEFENDANT ACTORS:

ARI EMANUEL (DEFENDANT)

27. Defendant Ari Emanuel is the co-CEO of William Morris Endeavor (WME, aka WME-IMG). Prior Emanuel was CEO of Endeavor Talent Agency (1995-2009), where his aggressive, unethical business practices inspired the character Ari Gold, in the HBO TV series Entourage. In 2002, Def Emanuel's Endeavor was sued for sexual harassment by Sandra Epstein. Epstein also accused Def Emanuel of making racist remarks. In 2014 WME was found guilty at arbitration of racial discrimination. Logically, WME-IMG attracts clients who share Def Emanuel's values; thus, WME-IMG disproportionately represents aging white clients and difficult clients that other agencies avoid (Charlie Sheen, Russell Crowe), and clients who are politically conservative, or politically unaware or inactive.

28. November 20th, 2016, Def Emanuel traveled to New Jersey to congratulate President-elect Trump. Emanuel is also President Trump's former talent agent. Predictably, The Apprentice (starring Trump) was broadcast on NBCUniversal. Recently, The Hill (and others) reported that it was Def Emanuel who helped seal the Miss Universe tape archives, so no further tapes of candidate Trump sexually harassing beauty contestants would be released. (Said "The Hill" article is attached as "Exhibit G" and is incorporated by reference as if fully set out herein.)

ASIF SATCHU (Defendant)

29. Defendant Asif Satchu was born in Kenya but moved to Canada when he was 6 years old. Satchu, like Def Blomkamp, is believed to be a Canadian citizen. (Canadian connections are a recurring feature in this matter.) Def Satchu is a co-founder of MRC, with Wiczuk. Def Satchu is the brother of Reza Satchu, an enormously successful Canadian businessman. Def Satchu and Reza, both graduated from Canada's McGill University. Def Satchu is something of a business and business-technology genius. In 1999 Satchu co-founded SupplierMarket.com with Jon Burgstone (Reza Satchu was also a heavily

1 invested partner). SupplierMarket.com facilitated the international sales and distribution
 2 of software, bolts, nuts, fasteners, rubber and glass products, corrugated packaging, and
 3 probably anything else. Only 18 months later, Aug. 2000, Satchu and his partners sold
 4 SupplierMarket for \$950,000,000. Def Satchu graduated from Harvard (MBA) in 1999.

5 MORDECAI (MODI) WICZYK (Defendant)

6 30. Defendant Modi Wiczky is an American born businessman, co-CEO and co-founder
 7 of MRC (with Defendant Satchu). Wiczky is the visionary of this conspiracy.

8 31. Around 1995, fresh out of college, Defendant Wiczky began working at Summit
 9 Entertainment, LLC. That was the first year Summit began producing and financing films
 10 (prior, Summit had exclusively sold US films abroad); surely the vision of Def Wiczky.

11 32. Only four years later, in 1999, when Wiczky was only 27, Summit Entertainment
 12 made Wiczky their Senior Vice President of Production and Acquisitions. That same year,
 13 1999, Wiczky sent out his now famous memo, which would make him one of the most
 14 influential and sought after men in Hollywood. Within a year, in 2000, likely on the order
 15 of Def Ari Emanuel, Def Wiczky was hired by Universal Pictures as Vice President of
 16 Productions, where Wiczky served for 2 years, until January 2002, when Def Ari Emanuel
 17 made Wiczky a partner at Emanuel's Endeavor Talent Agency. Def Wiczky graduated from
 18 Harvard (MBA) in 1999.

19 KEVIN SPACEY (Defendant).

20 33. Defendant Kevin Spacey is an Academy Award winning actor. His career was
 21 floundering and at its nadir in 2000 when the conspiracy(s) detailed herein began, and when,
 21 purportedly, he and Def Brunetti conceived of TS. Def Spacey, who dropped out of Juilliard
 22 School in his sophomore year, has no known web-design skills. Seemingly, Spacey's only
 23 value to the TS social network was as a high-profile, semi-likeable celebrity whose promise
 24 of "industry access and exposure" would lure the best undiscovered writers to the website,
 25 to unwittingly surrendering their wares to the Defendants.

26 DANE BRUNETTI (Defendant)

27 34. Defendant Brunetti has no known college education. He joined the US coast guard in
 28 1992, at 18 or 19. Brunetti met Spacey around 1998, while Brunetti was selling cell phones

1 in New York. Brunetti soon became Spacey's partner and personal assistant. It is purported
 2 around the internet (including on Wikipedia) that Brunetti was responsible for designing
 3 TriggerStreet.com. That is possible. However, there is no evidence that Brunetti possessed
 4 any of the skills required to design a social network. The Plaintiff suspects Def Asif Satchu
 5 (who founded the internet-based marketplace SupplierMarket.com) may be the website's
 6 true designer and talent coordinator.

7 MRC

8 35. MRC is a television and film studio, founded by its co-CEOs Defs Asif Satchu and
 9 Modi Wiczuk. MRC was started in 2003 with money provided by Def Ari Emanuel
 10 (although MRC often reports it was started in 2006 or 2007). Def Emanuel is a silent
 11 partner in MRC. Unlike most ethical companies MRC operates under many names. Likely,
 12 only Defs Emanuel, Satchu and Wiczuk know what these companies do. But such LLC
 13 companies are a hallmark of money laundering networks (see Dept of Treasury's FinCEN
 14 report). The Plaintiff is aware of 11 MRC companies: MRC, Media Rights Capital; MRC
 15 II LP; MRC II Distribution Company LP (foreign based); MRC II Holdings, LP;
 16 Oaktree Entertainment, Inc. (a foreign stock business); MRC I Hedge Co, LLC; MRC
 17 II Capital Company, LP; MRC Sub Gp, LLC; MRC I Project Company, LLC; Asgari
 18 Inc. Plaintiff believes that most of these companies are "shell" companies (fronts for illegal
 19 activity), existing to launder money and other transactions. Working in conjunction with
 20 Def Bill Block (Miramax CEO) and Al Jazeera or beIN Media Group (Miramax's parent),
 21 and perhaps with Satchu's Kenyan-based family, these shells may also be responsible for:

- 21 a. producing and selling ideas taken from TS to foreign markets (not for US release);
- 22 b. financing foreign films that utilize ideas taken from TS (not for US release).

24 Def Ari Emanuel's Relationship With Defendant Spacey:

25 36. Defendant Ari Emanuel likely first met Defendant Kevin Spacey between 1987 and
 26 1989, when both men were at Creative Artist Agency (CAA). In 1987 Def Ari Emanuel was
 27 a new CAA talent agent, working in TV casting. In 1987 Def Kevin Spacey, represented by
 28 CAA, was working in Los Angeles and appeared in 9 episodes of the TV series "Wiseguy".

COMPLAINT

1	Def Emanuel' s Notorious Connection to Def W iczuk & Satchu:
2	37. Defendant Ari Emanuel is a quiet partner in MRC. Thus, by casting WME-IMG
3	actors in MRC films, Def Emanuel profits both as an agent and as a studio owner. This
4	arrangement is a conflict of interest, in violation of CA Labor Code 1700.39.
5	38. In 2007, The New York Times published an article called "Tilting The Balance of
6	Power Toward Talent Agency Clients" (by Mike Cieply), which looked at the questionable
7	relationship Def Ari Emanuel has with MRC, among other matters. (Said article "Tilting
8	The Balance of Power Toward Talent Agency Clients" is attached as "Exhibit H" and is
9	incorporated by reference as if fully set out herein.) The article states:
10representatives of several such companies said last week that they knew of
11	no firm that has pushed its alliance with an agency as far as Media Rights.
12	Films backed by the financier have included substantial talent from other
13	agencies — Brad Pitt and Cate Blanchett, stars of "Babel," are represented by
14	Creative Artists. But virtually all of the company's projects have been built
15	around an Endeavor-backed participant, like the actor Jude Law in "Sleuth,"
16	or Hugh Jackman, in "The Tourist."According to Mr. Wiczuk and Mr. Satchu,
17	the agency owns a minority, nonvoting stake in their company, which they
18	declined to specify.
19	39. Reporter Cieply also interviewed other established Hollywood financiers who are
20	wary of working with Defs Emanuel and MRC because of these questionable arrangements.
21	...some agents last week questioned whether Media Rights could be trusted
22	not to put their proprietary information in the service of Endeavor. Others
23	wondered if the Endeavor's ownership stake ran afoul of regulatory
24	provisions in California law or contracts with guilds.
25	"For us, financing opportunities are always exciting and interesting,"said
26	Jeremy Zimmer, a partner at United Talent. Mr. Zimmer said that his agency
27	has not done business with Media Rights, but might do so if it was satisfied
28	that the company's ownership and influences were clear. "What becomes
	critical is who is the management?" he asked. "What level of transparency
	are we going to have?"
	Robert Jones, California's acting labor commissioner, whose office
	regulates talent agents, said the state's labor code has a provision banning
	conflicts of interest by agencies. The law, from a time when models were
	sometimes sent for hair and makeup work by operators with a close
	connection to their agencies, says that no agent may refer a client for
	services to any entity in which the agency has a direct or indirect
	financial inter est.

1	<u>BACKGROUND FACTS (CONTINUED)</u>
2	<u>THE 4 MAJOR EVENTS THAT SET UP THE CONSPIRACY(S)</u>
3	40. The seeds of the Defendants unlawful actions were planted about two decades ago,
4	by 4 events: two of these events occurring in 1995, two occurring in 1999.
5	1. In 1995 Def Ari Emanuel started Endeavor Talent Agency.
6	2. In 1995 Edgar Bronfman Jr. (CEO of Seagram's) bought Universal Pictures.
7	3. In 1999, Jerrol LeBaron copyrighted a revolutionary screenwriter-to-
8	Hollywood-film-industry-professional website Writers' Script Network.com ,
9	which went online in March 2000, changing its name to "InkTip" (inktip.com) in
10	2003.
11	4. In 1999 Defendant Modi Wiczyk wrote a revolutionary <u>memo</u> , titled "Another New
12	Ball Game", which sent Hollywood's powerhouses scrambling. Wiczyk's memo
13	would be discussed in magazines and lounges for years to come.
14	
15	41. These 4 events, each require a brief explanation to understand how they set the stage
16	for the Defendants' conspiracy(s).
17	(1) <u>Def Ari Emanuel Comes To Power As CEO Of Endeavor Talent Agency, 1995</u>
18	42. In 1995 Def Ari Emanuel started Endeavor Talent Agency. Soon, his aggressive,
19	unethical practices would make Endeavor the fastest growing talent agency in Hollywood.
20	(2) <u>Edgar Bronfman Jr. Comes To Power At Universal Pictures, 1995</u>
21	43. In 1995, Canadian based "Seagram's" (the giant beverage company) bought
22	controlling interest (80%) of Universal Pictures, and Edgar Bronfman Jr. (Seagram's heir;
23	Canadian , graduate of McGill College) became owner and CEO of Universal Pictures.
24	Bronfman remained CEO of Universal Pictures even after Vivendi bought Universal in
25	2000. He stepped down as chief of Universal in 2001, BUT remained Vice-Chairman of the
26	Board (likely to insure that Def Emanuel's relationship to Universal remained in place) until
27	December 2003; by then Def Emanuel's role with Universal Pictures was well established.
28	44. To pay for Universal Pictures, Bronfman Jr. sold Seagram's stake in Dupont (for
	\$9-billion). Most analysts and Seagram's investors considered this a terrible business move.

1	To make matters worse, Bronfman knew little about the film business. NOTE: Bronfman
2	was convicted of insider trading, in France, in 2011, receiving a 15 months suspended
3	sentence, and a €5,000,000 fine.
4	45. In 1995, Bromfman and Def Ari Emanuel represented big changes in Hollywood,
5	but <u>the biggest change in Hollywood in 1995 was the advent of the DVD</u> . DVDs
6	represented huge new opportunities for producers and film companies —opportunities that
7	would make movies FAR more profitable than ever before; but more profitable for
8	producers, NOT talent agents—adding fuel to Emanuel’s drive to become a producer and a
9	studio owner.
10	(3) <u>The Advent Of Writers’ Script Network.com (InkTip.com), 1999</u>
11	46. In 1999, Jerrol LeBaron copyrighted his brilliant website Writers’ Script
12	Network.com , (writersscriptnetwork.com), going online March 2000; changing its name
13	to InkTip and its location to inktip.com in 2003. Unlike all other screenwriter websites at
14	that time (which either just posted screenwriter agents’ addresses, or just allowed
15	screenwriters to post loglines or synopses, with no ability to bring the writers to the agents
16	and filmmakers), LeBarons website promised something new. Based in Los Angeles
17	County, LeBaron went out and told Hollywood agents and filmmakers about his website,
18	and invited them to join and peruse the works of thousands of undiscovered screenwriters.
19	The site had great safeguards, designed to protect both the writers and industry
20	professionals. Writers’ Script Network.com required all users to use their real names.
21	Writers could not read other writers’ work, as that would only reduced the writers’ safety.
21	However, after registering, the industry professionals could freely read any logline (a
22	short description, 60 words or less) on the website. If a professional wanted to read more,
23	they could click on a link to read a synopsis—and immediately the screenwriter would
24	receive notification of who had accessed his work, when, and from where. If the
25	professional wanted to read the entire script, he/she would then need to contact the writer
26	and request a script. Writers’ Script Network.com kept all records of access. LeBarons’s
27	site was the new online industry <u>standard</u> (where there had been no standard, rules,
28	safety, or security for screenwriters); flawless in conception, safety and transparency.

(4) The Memo, 1999

47. In 1999, only 27 years old, Def Mordecai (Modi) Wiczuk, the new Senior Vice President of Production and Acquisitions at Summit Entertainment, LLC, sent out a memo titled "Another New Ball Game". That memo sent Hollywood's unethical establishment scrambling after massive new profits. Wiczuk's memo would be discussed in magazines and lounges for years. Within a year, in 2000 (likely at Def Ari Emanuel's bidding) Universal Pictures would steal Wiczuk away from Summit, making him VP of Productions. Two years later, Def Ari Emanuel made Wiczuk his partner at Endeavor Talent Agency.

48. In 2007, Slate remembered "the memo" in an article called "How An Agent Turned His Pie-In-The-Sky Memo into A Reality". (Said "Slate" article is attached as "Exhibit I" and is incorporated by reference as if fully set out herein.). Writer Kim Masters wrote:

...The memo predicted the decline of the studios, with filmmaking talent as the beneficiary. He also predicted that a management company with a lot of big stars would start to produce and own films. "The most immediate and pressing challenge would be to get the studios to carry the product," he said. The likelihood of a studio boycott was remote, he said, because "whichever studio was suffering at the time would probably break ranks in the name of short-term self-preservation." Hmm.

Michael Ovitz eventually tried to launch such a management company and failed. But Wiczuk's memo said the agencies could also carry out the change. "A similar structure could be created which complies with the conflict-of-interest laws," Wiczuk wrote. "If [a] fund was created as a stand-alone entity and the agency had an arms-length service contract, they could avoid conflict-of-interest violations... Admittedly this is a delicate issue and a tough deal to pull off, but it's certain someone would try it." Why? The potential for enhancing agency commission was "too rich to ignore." In fact, he said, an agency could double its annual revenues.

49. Wiczuk's psychopathy is on full display in those final lines of the article, as he enthusiastically implies it is reasonable to behave without ethics—if the profits are "too rich to ignore." But Wiczuk's prediction that "...it's certain someone would try it" would soon prove correct.

50. But who would want to wander with Wiczuk into such ethically questionable water?

1	THE ENDEAVOR/UNIVERSAL/MRC DEFENDANTS:
2	<u>ARI EMANUEL AND HIS SECRET RELATIONSHIP WITH UNIVERSAL</u>
3	<u>PICTURES; EMANUEL UNITES WITH ASIF SATCHU AND MODI WICZYK</u>
4	51. In 1999, Def Ari Emanuel knew producers made the REAL money in Hollywood.
5	But, as a talent agent, he couldn't get in the action—not legally (or not with his name on the
6	product), due to California's conflict of interest laws.
7	52. But Def Emanuel saw an opportunity.
8	53. Defendant Ari Emanuel had a distribution problem. His talent agency (Endeavor)
9	represented many directors, writers and actors, who sometimes decided to make
10	independent and experimental films, only to discover, later, that their films couldn't get
11	national or global distribution because the distributors thought the films weren't marketable.
12	Thus, many of these films died early deaths.
13	54. Bronfman Jr., on the other hand, had a talent problem. Bronfman Jr. knew the
14	importance of getting marquee names on films. Big American studios crank out about 17
15	films a year. In this haste, sometimes the studios commit to bad screenplays that no big
16	actors will commit to, thereby dooming the films. But just one or two big names attached to
17	these inferior films could increase their returns by tens of millions of dollars.
18	55. Bronfman Jr. was in trouble in 1998, and most of Hollywood knew it. Bronfman Jr.
19	came to power in 1995 with Universal in 4th place among the big six studios (20 Century
20	Fox, Disney, Paramount, Warner Bros., Sony Pictures, Universal Pictures). But only one
21	year later, in 1996, Universal was in last place. And last again in 1997. And in 1998, even
22	worse: last place, and Universal had one of its worst years ever, with only a 5.9% market
23	share. Stockholders were restless. (See Exhibit J .)
24	56. In this tough time, Def Ari Emanuel approached Bronfman with a proposal.
25	57. Def Emanuel offered to put special effort into Universal Picture films, and ask his
26	actors, writers and directors to give preference to Universal Pictures films. Emanuel also
27	likely offered to take a reduced agent's fee. In exchange Def Ari Emanuel likely received a
28	percentage of the films, and/or a generous share of Seagram's (Universal's parent) stock, but
	no film credit), and an agreement that Universal Pictures would distribute, and/or provide

1	production money for, any reasonably viable film Def Emanuel brought to Universal
2	Pictures.
3	58. The agreement was made late 1998.
4	59. The next year, 1999, Universal pictures would have its best year since Bronfman
5	arrived, climbing to 3rd place, with a 12.7% market share. That was 1999 —the same year
6	Def Modi Wiczuk wrote his memo.
7	60. Def Ari Emanuel read the memo.
8	61. Bronfman Jr. surely read the memo. In fact, two years after Wiczuk wrote the memo,
9	in 2001, Bronfman's Universal Pictures made Def Wiczuk their vice President of
10	Productions. (An article about Universal hiring Wiczuk is attached as "Exhibit K" and is
11	incorporated by reference as if fully set out herein.)
12	62. And a year after that, in 2002, Def Emanuel would hire Def Wiczuk away from
13	Bronfman Jr., to make Wiczuk a partner at Endeavor Talent Agency.
14	• 63. But Wiczuk had been Vice President of productions at Summit Entertainment,
15	AND Vice President of productions at Universal Pictures. Wiczuk was a producer. Why
16	would Defendant Ari Emanuel need a producer at a talent agency? Because Def Emanuel
17	was secretly going into the production business with MRC and Universal Pictures.
18	64. When Def Ari Emanuel stole Wiczuk away from Universal Pictures there were no
19	hard feelings between Def Emanuel, Bronfman and Universal Pictures, and nothing changed
20	in their arrangement. Def Ari Emanuel continued to provide the same talent and produciorial
21	services for both MRC and Universal Pictures. And although Bronfman left Universal a
22	year later (2003), Def Emanuel continues to do favors for Bronfman and his Universal
23	"family" to this very day (e.g. Def Emanuel and WME-IMG represent Bronfman Jr's
24	daughter, Hannah).
25	Wiczuk's Memo Inspires A Conspiracy
26	65. The driving force behind Defs Emanuel's, Wiczuk's and Satchu's involvement in
27	this conspiracy was to create the film production system outlined in Wiczuk's memo, to
28	increase—maybe even double—profits. The conspiracy required only 3 or 4 players, with
	the right talents. Def Emanuel had connections to all the studios, and access to huge stars;

1 Asif Satchu was a creative business force who specialized in distribution and networking;
 2 Modi Wiczuk was a proven business, financing, and film production prodigy. They had
 3 almost everything they needed—except good screenplays. But as a new “questionable”
 4 company, established writers were not inclined to work with this unscrupulous band.

5 66. A film production starts with acquiring a screenplay, a “property”. The Defendants
 6 knew that. They also knew good screenplays are hard to find, cost good money and are a
 7 risky investment. A bad director could ruin a great script, and even the best writers
 8 sometimes wrote bad scripts. In 2000 Def Wiczuk helped sell his brother’s (Roe Wiczuk)
 9 screenplay to his former employer (Summit Ent.). But the script was weak, thus never
 10 developed, and Roe Wiczuk never sold another script. “Variety” reported on this script sale
 11 in 2000. (Said article is attached as “Exhibit L” and is incorporated by reference as if fully
 12 set out herein.) As a business man, Wiczuk could sell anything—he sold his brother’s script
 13 idea without even having a script name. But now, operating as film producers and a studio,
 14 without an actual good script, or some good ideas, they couldn’t get any project started.

15 67. The Defendants needed scripts, but they wanted to reduce their risks.

16 68. Defs Emanuel, Satchu and Wiczuk knew ideas are not copyrightable; only unique
 17 arrangements of ideas are copyrightable. If the Defendants had a method to access good
 18 writers’ work, they could extract the best of those ideas, then pay their own writers to turn
 19 them into “new” screenplays, then produce and market those derivatives as their own.

20 69. The L.A. based Defendants were aware of Writers Script Network.com. As “industry
 21 insiders” they had likely even received a call or email from Jerrol LeBaron. They wanted
 21 something like Writers Script Network.com—but without the good security features.

23 THE TRIGGERSTREET DEFENDANTS

24 SPACEY’S CAREER SPUTTERS; SPACEY MEETS BRUNETTI;

25 THE CONCEPTION OF THE TRIGGERSTREET SOCIAL NETWORK

26 70. In 1994 Def Spacey learned Warner Bros intended to make a movie about the life of
 27 Bobby Darin (eventually called “Beyond The Sea”). This was Spacey’s secret dream role.
 28 He offered to play the leading role, but the producers refused, believing Spacey was too old.

1 71. In 1995, Def Spacey's career soared with Usual Suspects and Seven. But in 1996 and
2 1997 Def Spacey was back to NOT getting solid leading-man roles.

3 72. This likely inspired Def Spacey to form his production company, "Trigger Street
4 Productions", to make quality films with himself cast as the lead. But for the next 7 years
5 his production company floundered. The problem was getting a good screenplay.

6 73. It is reported that around 1998 Def Spacey met Def Dana Brunetti, who soon
7 became Spacey's personal assistant.

8 74. Although in 1999 Def Spacey won an Academy Award for Best Actor (American
9 Beauty), 1999 would mark the beginning of a very difficult period of Def Spacey's career
10 (1999-2003). His production company would go 3 years without making a film (Jan 2000 to
11 Jan 2003). And worse, for some reason Hollywood would not invest much money in any
12 movie with Kevin Spacey in a leading role, his films budgets were far below the
13 Hollywood average (the average Hollywood budget in 2000 was about \$60 million):
14 1. American Beauty, 1999, \$15 million; 2. The Big Kahuna, 1999, \$7 million; 3. Ordinary
15 Decent Criminal, 2000, \$12 million; 4. Pay It Forward, 2000, \$40 million.

16 75. Def Spacey's difficulty consistently getting good roles, then, was likely due to his
17 terrible reputation around Hollywood as something of a hustler. In 1999, actor Val Kilmer
18 explained in a "Mr Showbiz" interview that in the 1970s Kevin Spacey, who was then a
19 young college student, tricked Kilmer's father out of \$18,000 for college tuition—but
20 Spacey, according to Kilmer, kept the money, dropped out of school, and never repaid
21 Kilmer's father. (Said "Mr. Showbiz" article is attached as "Exhibit M" and is incorporated
22 by reference as if fully set out herein.) Stories like Kilmer's, and a tabloid photo journal of
23 Def Spacey participating in a public indiscretion, contributed to Def Spacey's trouble.

24 76. But amid all of these struggles, somehow in 2000, Spacey was able to secure the
25 film rights to his dream project -Bobby Darin's life story. But since Def Spacey had no
26 production funding, he would have to wait almost 4 more years to make his movie.

27 77. It's possible that during these tough times, Spacey and Brunetti looked around
28 online for affordable scripts for Spacey's production company to film. And maybe then they
stumbled upon Writers Script Network.com, which inspired them to create TS... Then, this

1 unlikely pair—a college dropout actor whose career was on life support, and a cellphone
 2 salesman—teamed up to create a massive social network for screenwriters and filmmakers.
 3 And soon Ari Emanuel learned about the site and asked Spacey to make some
 4 modifications: relaxing security, and making access private and untraceable. That could be
 5 how TS was created. It makes little difference to the conspiracy that followed.

6 78. However, the Plaintiff believes TS was formed in a conspiracy conceived by Def
 7 Ari Emanuel, to enrich himself and his conspirators. Elysium, alone, earned \$286,000,000
 8 worldwide theatrically, and should have earned another \$570,000,000 in home entertainment
 9 and TV, (typically, movies earn twice their theatrical total in home ent., TV, and auxiliary
 10 sales), for a total of \$856,000,000 —almost a billion dollars. This is why setting up TS and
 11 Project Greenlight were so important to Def Ari Emanuel. One good script can easily
 12 earn a billion dollars, and one big TV show can earn far more than that.

13
 14 THE DEFENDANTS' CONSPIRACY BEGINS:
 15

16 79. In 2000, shortly after Def Emanuel discovered Writers Script Network.com, Def
 17 Emanuel planned his own screenwriter/filmmaker website, with minimal or no security
 18 features. He would use his clients, Def Matt Damon and Ben Affleck, as the website's
 19 spokesmen and its alleged conceivers. In August 2000 Project Greenlight was born. (An
 20 Internet Archives screenshot of projectgreenlight.com—showing its origin time—is
 21 attached as "Exhibit N" and is incorporated by reference as if fully set out herein.)

22 80. Then misfortune struck Universal Pictures in 2000, and Def Ari Emanuel seized the
 23 occasion to launch a second website, allegedly conceived by Defs Spacey and Brunetti.

24 81. In 2000, Universal Pictures was in a bind. They were just a few months away from
 25 beginning to film "K-PAX" but they didn't have a leading actor (after Will Smith and others
 26 dropped out). Smith, and other actors and directors (with integrity) were perhaps dropping
 27 out due to rumours that Argentinian film director and screenwriter, Eliseo Subiela, learned
 28 about writer Gene Brewer's 1995 book "K-PAX" and planned to sue Brewer and Universal
 Pictures for copyright infringement of Subiela's 1986 film "Man Facing Southeast".

1	82. But Universal Pictures, not worried about a small director from Argentina suing,
2	decided to push forward, film, release, make a fortune, and fight Subiela in court later.
3	83. By mid 2000, with little time to find a leading man, Universal Pictures was
4	desperate enough to consider casting Def Kevin Spacey in the leading role.
5	84. Def Ari Emanuel could have just asked Spacey to take the leading role. Spacey
6	would have leaped at the chance. But Spacey wasn't an Endeavor client, so Def Emanuel
7	wouldn't receive his casting fee. Def Ari Emanuel was a businessman. As such, even
8	though he needed a favor from Spacey, he wasn't going to just give Spacey a leading role,
9	he wanted something in return. Def Ari Emanuel knew Def Spacey's career was in trouble.
10	85. Def Ari Emanuel approached Def Spacey to ask him about starting or endorsing, a
11	screenwriter/filmmaker social network; a social network with little or no security features.
12	The conversation likely started with Def Ari Emanuel asking how Spacey's career was
13	going. Def Spacey likely explained his recent career setbacks, and his hope to one day film
14	Bobby Darin's life story. He may have explained that he had recently secured the rights to
15	his Bobby Darin film (Beyond the Sea), but had no funding to shoot his dream film.
16	Quid Pro Quo
17	86. Upon hearing about Spacey's career troubles, Def Emanuel made Def Spacey and
18	Brunetti an offer: (1) he asked Defs Spacey and Brunetti to design a social network so that
19	ALL user could access ALL screenplays, anonymously, with few security safeguards (it is
20	possible/probable that Def Asif Satchu facilitated the website design); (2) Def Emanuel also
21	may have asked Spacey and Brunetti to include a counter-security feature whereby if a
22	screenplay was removed from the website all access history would also be erased (although
23	the Defs seem to have added this second features in 2007, shortly before accessing the
24	Plaintiff's work). The Plaintiff believes that in exchange for agreeing to operate such a
25	social network, Def Ari Emanuel promised Defs Spacey and Brunetti a few things in return:
26	1. Spacey would star in K-PAX, a film with a solid \$68 million budget;
27	2. Def Ari Emanuel would finance Spacey's production company to make Def
28	Spacey's dream film, Beyond the Sea;
	3. Def Emanuel would help Spacey's production company arrange financing and

1	distribution (as needed) for the life of the social network;
2	4. Def Emanuel would introduce Spacey and Brunetti to the financial and distribution
3	partners necessary for their production company to succeed;
4	5. Emanuel would try to find Spacey a meaningful, perhaps “career defining,” role.
5	87. The agreement was made.
6	88. Thus, September 2000, only <u>one month after the birth of Project Greenlight</u> ,
7	TriggerStreet.com (TS) was born. (Internet Archives screenshot of projectgreenlight.com,
8	showing the origin time of Project Greenlight is attached as “Exhibit O” and incorporated
9	by reference as if fully set out herein.) The probability that both of the world’s only
10	screenwriter/filmmaker social websites (both of which also happened to be prominently
11	celebrity-endorsed) coincidentally starting only a month apart is infinitesimal.
12	89. But TS would remain a closed and inactive site for 2 years, not having its official
13	“launch” party until 2002. This helped avert suspicion, kept TriggerStreet from competing
14	with Project Greenlight, and allowed TS to learn from Project Greenlight’s mistakes.
15	90. In November 2000, as agreed, Spacey began filming KPAX. When the film was
16	released it would be the first smoking gun in this conspiracy:
17	• 91. KPAX was released Oct 2001. It would be the first time Universal Pictures
18	EVER cast Kevin Spacey in a leading role (in fact, Universal had only ever cast Spacey in
19	one [1] film, a supporting role, ten years prior, in 1990, in “Henry & June”). (*Spacey was
20	most commonly cast in Warner Bros films and independent films.) <u>Casting Spacey to star</u>
21	<u>in K-PAX, a \$68 million film, at such a low point in Spacey’s career, was almost</u>
21	<u>inconceivable</u> . Def Spacey wouldn’t star in a film with a budget over \$40 million for 5
22	more years (Superman Returns). Spacey would only appear in one other Universal Pictures
23	film, 2 years later, The Life of David Gale—originally a Warner Bros (Spacey’s stable)
24	property that Universal Pictures optioned. Spacey just came with the deal.
25	• 92. A month after K-PAX was released, in November 2001, director/writer Eliseo
26	Subiela (via Jason Laskay) sued Universal Pictures, Gene Brewer, et al, for plagiarizing
27	his film Man Facing Southeast. The suit was eventually withdrawn when Subiela and
28	Laskay could no longer afford to litigate against a giant corporation like Universal Pictures.

1	TS LAUNCHES, NOVEMBER 2002
2	93. After giving Project Greenlight two years to gain traction, November 2002, the
3	Defendants prepared to launch TS. To attract the best undiscovered writers, the Defendants
4	planned to generate “buzz” by throwing 3 huge TS “launch parties”: one in New York, one
5	in Los Angeles, and one in London . (A photo of Kevin Spacey at the TS London Launch
6	party is attached as “Exhibit P” and is incorporated by reference as if fully set out herein.)
7	While in Britain, Def Spacey did many interviews about TS. The Guardian featured a piece
8	called “Cyber Spacey”, in which writer Sean Clarke mocked Defs Spacey’s and Brunetti’s
9	well-rehearsed lines. (Said Guardian article in which Def Spacey went to London to discuss
10	TS is attached as “Exhibit Q” and incorporated by reference as if fully set out herein.)
11	Writer Sean Clarke wrote:
12	Spacey tells an anecdote about the original idea for the site,
13	which is essentially Brunetti's brainchild. He says they "came
14	up with a sketchy plan, which at the time..." and chuckles
15	wryly, on which cue Brunetti take up the story "... which at
16	the time, we thought was great." They both shake their heads
17	ruefully. Later, I watch as the pair address a press conference,
18	they repeat the story, with exactly the same pauses, the same
19	chuckle, the same interruptions. It's beat-perfect, like a
20	Mamet script.
21	94. And to generate even more buzz, before the website was launched, Budweiser
22	announced their corporate sponsorship of the TS social network.
23	95. Along with the sponsors, parties and interviews, to help repair Def Spacey’s
24	damaged reputation, the TS website posted a heartwarming story that Spacey started his
25	new social network “to help undiscovered writers and filmmakers get industry access and
26	exposure.”
27	96. TriggerStreet.com was “launched”, and went online, November 2002
28	<ul style="list-style-type: none"> 97. Def Spacey held a New York TriggerStreet launch party on Nov 11th, 2002. 98. Def Spacey held a Los Angeles TS launch party on Nov 18th, 2002. 99. Def Spacey held a London TS launch party on Nov 26th, 2002.

1	After Trigger Street Officially Launched, Nov 11th, 2002,
2	The Following Events (Connecting The Defendants) Occurred:
3	100. Within just a few months of TS's official launch (Nov 2002), Def Spacey would
4	receive 3 huge payments from Defs Ari Emanuel and Universal Pictures (although Spacey
5	would receive many other "benefits" during the 12 year lifespan of TS): 1) Universal
6	Pictures would distribute "The Life of David Gale"; 2) Spacey's production company
7	would receive distribution money for "United States of Leland"; 3) after 3 long years,
8	Spacey's production company would receive \$25,000,000 to produce "Beyond the Sea".
9	• 101. In <u>February</u> 2003, 3 months after TS launched, <u>Universal Pictures</u>
10	distributed Spacey's film "The Life of David Gale" (again, originally a property of
11	Spacey's home studio, Warner Bros). This would be the last time Universal Pictures would
12	be involved in a Spacey film (to the date of the filing of this Complaint). Thus, the only two
13	Universal Pictures films featuring Spacey as a lead are K-PAX and The Life of David Gale
14	• 102. That same month, <u>February</u> of 2003, Spacey's production company would
15	magically get money to release and distribute its first movie in 3 years: "United States of
16	Leland". The film would only be released in 14 theaters, losing millions, and bringing in
17	only \$344,000. Likely, Universal Pictures wouldn't put their name on the film, because
18	after two bad years, Universal was back in 5th place (second to last place), and they didn't
19	want United States of Leland to move them into last place.
20	• 103. That same month, again, <u>February</u> 2003, it was announced that production
21	of Spacey's Dream film, "Beyond the Sea," was being fast-tracked—directed by and
21	starring Spacey and produced by Spacey's production company, with a \$25,000,000 budget.
22	104. Suddenly, in the nadir of Spacey's career, inexplicably Hollywood was showing
23	him tremendous support—when 4 of Spacey's previous 5 films were major money losers.
24	Footnotes:
25	105. Shortly after TS launched, in 2003, Ari Emanuel gave Asif Satchu and Mordecai
26	Wiczynski financing to start MRC.
27	106. December 17th, 2004, Beyond the Sea was released. It would be Spacey's greatest
28	failure; costing \$25 million, but only earning \$8.4 million; losing over \$16,000,000.

1	<u>Additional Facts Regarding TS And The Defendants</u>
2	• 107. Spacey's production company made no films for 3 years, January 2000 to
3	January 2003: Ordinary Decent Criminal (Jan 2000, direct to DVD in USA), and United
4	States of Leland (Jan 2003, released in only 14 theaters).
5	• 108. Since TS launched, Def Spacey's production company has made 22 films.
6	• 109. May 2005, 2.5 years after TS launched, Project Greenlight was effectively
7	dead (no new contests for filmmakers or screenwriters); killed by the success of TS.
8	Although, oddly, the Project Greenlight website remained open, but inactive —no new
9	contests, no new submissions accepted; just an open, inactive website (until 2015).
10	• 110. In 2006 Spacey held a TriggerStreet "RE-launch" party in Los Angeles.
11	• 111. 2007, Plaintiff's screenplay, Butterfly Driver, was posted and accessed on TS.
12	• 112. 2007-2009 TS secretly joined Bud.TV (Budweiser TV), without informing
13	members or revising its Term of Use page. In a 2007 Anheuser-Busch announced it was
14	launching Bud.TV with TriggerStreet.com providing programming. (Said Bud.TV news
15	release is attached as "Exhibit R" and incorporated by reference as if fully set out herein.)
16	Curiously, Bud.TV's Wikipedia page shows Defs Matt Damon and Ben Affleck (Project
17	Greenlight), and Kevin Spacey (TS) all provided Bud.TV programming. (Said Wikipedia
18	article is attached as "Exhibit S" and incorporated by reference as if fully set out herein.)
19	• 113. Feb 2009, the BBC reported Def Spacey hosted the Mofilm Film Festival, in
20	Spain, where he boasted of TS's "400,000 members around the world." (Said BBC article
21	is attached as "Exhibit T" and is incorporated by reference as if fully set out herein.)
21	Willfully marketing TS outside of the USA violated the Plaintiff's copyrights.
22	• 114. On April 27th, 2009, Def Ari Emanuel and Endeavor Talent Agency (ETA)
23	merged with the William Morris Agency (WMA), creating William Morris Endeavor.
24	17 days later, May 14th 2009, after about 20 years <u>with the William Morris Agency</u> ,
25	Def Spacey signed with CAA (Creative Artist Agency). Def Spacey did so to keep TS
26	members (and any observing regulatory authorities) from becoming suspicious of his link to
27	Def Ari Emanuel through TS. (A New York Times article about the April 2009 merger of
28	WMA and Endeavor is attached as "Exhibit U" and is incorporated by reference as if fully

1	set out herein.) (A May 2009 Variety article about Def Spacey leaving WME is attached as
2	“Exhibit V ” and is incorporated by reference as if fully set out herein.)
3	• 115. May 2010, “Deadline Hollywood” reported Defendant Universal Pictures
4	and Defendant Media Rights Capital (MRC) announced a 20 picture, 5-year production and
5	distribution deal. (Said “Deadline Hollywood” article is attached as “Exhibit W” and is
6	incorporated by reference as if fully set out herein.) Thus, MRC’s (a company co-owned by
7	Defendant Ari Emanuel) first mega-deal would be with Universal Pictures.
8	• 116. March 15th, 2011, Netflix and Def MRC (owned by Defs Emanuel, Wiczky
9	and Satchu) announced their mega \$100 million dollar 2-season deal to produce the new
10	series House of Cards, starring Def Kevin Spacey. Quietly, a few months later, July 2011,
11	with the role of a lifetime secured, Spacey moved TS to http://www.labs.triggerstreet.com ,
12	and begin to use the web address triggerstreet.com as his production company’s site.
13	• 117. August 2013, the film Elysium (infringing on the Plaintiff’s work) was
14	released. The Plaintiff then sued for copyright infringement, October 2013.
15	• 118. November 6th, 2014, 6 days after the Plaintiff filed his Notice Of Motion of
16	appeal, Defs Spacey and Brunetti closed and destroyed the TS social network.
17	• 119. In 2015, almost immediately after TS closed, Project Greenlight (which had
18	been dead for 10 years , came back to life, with a new HBO TV show, airing fall of 2015.
19	• 120. July 2016, HBO announced the Project Greenlight TV show was cancelled.
20	• 121. In 2016, with the cancellation of the TV show Project Greenlight, and with
21	the closing of TS—with no way to gain access to original screenplays to misappropriate—
22	ProjectGreenlight.com went active, again. After 10 years of online inactivity , Def Matt
23	Damon, Ben Affleck and ProjectGreenlight.com began seeking new screenplays again.
24	• 122. In 2015, Def Dana Brunetti produced his first solo effort (without Kevin
25	Spacey or their Trigger Street Production company), 50 Shades of Grey. 50 Shades of Grey
26	was, of course, <u>distributed by Universal Pictures</u> , apparently the only major distributor that
27	will touch a Brunetti film (without Def Spacey or their Trigger Street Productions company
28	attached). (A Wikipedia article showing the producers and distributors of 50 Shades of Grey
	is attached as “Exhibit X ” and is incorporated by reference as if fully set out herein.)

1	SONY PICTURES EMAIL LEAK EXPOSE DEF ARI EMANUEL 'S SECRET
2	UNIVERSAL PICTURES TIES, HIS UNLA WFUL RELA TIONSHIPS WITH SONY
3	PICTURES' CEO (M. L YNTON), & HIS BULL YING, THUGGISH METHODS
4	123. Further confirming all allegation herein, in 2015 Wikileaks released thousands of
5	Sony Pictures emails, which had been previously released in 2014, when North Korea
6	hacked and published thousands of Sony's emails. Within days hundreds of respected news
7	agencies carried the story —The NYTimes, LATimes, Hollywood Reporter, all reported the
8	juicy details—and the juiciest story was the story of how Sony Pictures lost -or passed on-
9	“Steve Jobs”, the movie.
10	124. All of the reports are similar: the emails provide an inside view of bunch of
11	super-rich Hollywood producers, writers, and directors negotiating the production budget of
12	the film “Steve Jobs”, until the deal went bad and Sony gave up on the film. And right in the
13	eye of the storm is Def Ari Emanuel. (An articles from “Mashable.com” about said “Steve
14	Jobs” film emails is attached as “Exhibit Y”and is incorporated by reference as if fully set
15	out herein.)
16	125. A few of the celebrities captured on Sony Pictures email/text leak, at times,
17	behaved poorly, but no one behaved worse than, Def Emanuel. Brazen and thuggish, we see
18	Def Ari Emanuel berate Sony Pictures' Chairman Amy Pascal, with impunity. And when
19	the other Sony execs learned of this, they only called Def Emanuel a bully—behind his
20	back. No one dared to confront Def Emanuel. But more surprisingly, through a tiny sliver of
21	Def Ari Emanuel's emails (just those going into, or out of, Sony Pictures) we learn:
21	1. Def Ari Emanuel is a major film producer —in conflict with his role as a talent
22	agent, and in violating California labor law which forbids employers (a producer)
23	from charging employees (his actors) fees to be hired—perhaps an even more
24	significant conflict of interest than Def Emanuel's partnership in MRC II LP.
25	2. Defs Emanuel, Bill Block and Michael Lynton (then Sony Pictures CEO and
26	Chairman) are secretly business partners: co-owners in the company Screenbid.
27	3. Ari Emanuel is also a film financier, or executive producer (a person who provides
28	or finds money to make films).

1 4. Def Ari Emanuel also arranges peripheral services for Sony Pictures (and others),
 2 like making deals with Hasbro Toy Co. for Sony Pictures (for Spider-Man 2 &
 3 Minions action figures?).

4 5. Whenever necessary, Universal Pictures will distribute ANY film for Ari Emanuel.

5
 6 “STEVE JOBS” EMAILS CONFIRM DEF ARI EMANUEL
 7 IS SECRETLY A MAJOR FILM PRODUCER, AND THE TRUE
 8 PRODUCER OF “STEVE JOBS” —NOT SCOTT RUDIN

9 126. Through the Sony “Steve Jobs” email trail we see the “Steve Jobs” negotiation go
 10 on for about 8 months, then it begins to fall apart on October 16th, 2014, after Sony
 11 Pictures’ President of Business Affairs, Andrew Gumpert, sends Sony Pictures Chairperson
 12 Amy Pascal, film producer Scott Rudin, Def Ari Emanuel, and WME co-CEO Patrick
 13 Whitesell a financing offer, which the filmmakers felt was too low. October 18th, 2014, two
 14 days after Gumpert’s low offer, Scott Rudin, angrily responds:

15 2014-10-18 16:09:38 Re: wwbo bumps/jobs From: Scott Rudin
 16 <sr@scottrudinproductions.com> To: pascal, amy
 17 gumpert, andrew aemanuel@wmeentertainment.com
 18 pwhitesell@wmeentertainment.com

19 SCOTT RUDIN:

20 “You have NO risk in the movie but WE should have risk?
 21 You lay off every cent except what you choose to keep and WE
 22 should then also fund you --- that's how this should work?

23 I cannot believe you're serious. What idiot would make
 24 this deal? The presumption that five Oscar winners would be
 25 desperate enough to give up all value for their services and then
 26 also risk the baseline bargain-basement fees on top of it is beyond
 27 comprehension.

28 Every single movie like this that we have made for you
 has worked. And you think this is fair?”

127. At Rudin’s words, Def Ari Emanuel, who purports to the world that he is just a
 talent agent, would then take over the email exchange —seemingly eager to bully a woman.

On Oct 18, 2014, at 9:15 AM, From: Ariel Emanuel
 <AEmanuel@wmeentertainment.com> To: pascal, amy

1	sr@scottrudinproductions.com gumpert, andrew
2	<u>pwhitesell@wmeentertainment.com</u>
3	ARI EMANUEL:
4	“This offer is fucking bull shit. Give us the movie back. You you guys in the business. No other studio would even ask for this. Pass”
5	128. Def Ari Emanuel immediately establishes and retains dominance and control of the
6	matter for the remainder of the negotiation, and Scott Rudin would remain quiet and
7	subordinate to Def Emanuel. But the key detail in this email is that Def Emanuel has the
8	authority to say “Pass”, meaning: we choose NOT to do business with you, we will find
9	another partner. No mere talent agent can usurp that power from the producer. Scott Rudin
10	put Ari Emanuel on that email chain because Ari Emanuel is the true producer.
11	129. The exchange goes on. Amy Pascal writes:
12	On Oct 18, 2014, at 10:18 AM From: Amy_Pascal@spe.sony.com
13	To: aemmanuel@wmeentertainment.com
14	sr@scottrudinproductions.com gumpert, Andrew
15	pwhitesell@wmeentertainment.com
16	AMY PASCAL:
17	“Can we please deal with this Monday
18	Maybe we all get in a room and close it up”
19	130. But Def Ari Emanuel will not be silenced by Ms Pascal’s request to wait until
20	Monday. He replies five minutes later::
21	On Oct 18, 2014, at 10:23 AM, From: Ariel Emanuel
22	<AEmanuel@wmeentertainment.com> To: pascal,
23	amy sr@scottrudinproductions.com gumpert,
24	andrew pwhitesell@wmeentertainment.com
25	ARI EMANUEL:
26	“Whatever
27	You guys ask us to find financing. Scott, Patrick and myself get
28	<u>Modi</u> and we still get no respect. Amy, this is not what you want to
	hear - but this NEVER happens and any other studio. In fact they
	then would go out of their way to make a proper deal.
	Even Harvey.
	Monday is fine.”
	131. With that statement Def Ari Emanuel admitted he found film financiers for
	“Steve Jobs”, which is a strictly a producer’s, or an executive producer’s job. Def Ari

1	Emanuel also generously (and falsely) shares credit with Rudin and Whitsell for getting
2	Modi Wiczzyk to help with financing, to make Rudin and Whitsell appear more significant to
3	the process. Again, Defs Modi Wiczzyk and Ari Emanuel had been a business partners since
4	2002 (at Endeavor, as well as in MRC). Getting Def Modi Wiczzyk involved was entirely
5	Def Ari Emanuel's doing. Amy Pascal responds to Def Emanuel's provocation:
6	On Oct 18, 2014, at 10:51 AM, From: Amy_Pascal@spe.sony.com
7	To: aemmanuel@wmeentertainment.com
8	sr@scottrudinproductions.com gumpert,Andrew
9	<u>pwhitesell@wmeentertainment.com</u>
10	AMY PASCAL:
11	"arihat is totally unnecessary we are in a negotiationwe have all
12	been doing this a long timewe want to make moneyyou want to
13	make money for yourselves andyour clientsthis has nothing to do
14	with respect and to be fair and its a credit to the movie that scott
15	put together there are more financing partners than we know
16	what todo with here....thats not the issue...we are the only major
17	studio that even tries to make thesekind of movesdont make it
18	harder than it isthe tone is really uncalled for and unfairand
19	doesnt help get things doneamy"
20	132. Through all of this, Scott Rudin never commented or told Def Ari Emanuel to
21	disengaged. That is not his place. Ari runs the show. Def Ari Emanuel replies:
22	2014-10-18 10:58:41 Re: <u>wwbo bumps/jobs</u> From: Ariel Emanuel
23	<AEmanuel@wmeentertainment.com> To: pascal, amy
24	sr@scottrudinproductions.com gumpert,
25	andrew <u>pwhitesell@wmeentertainment.com</u>
26	ARI EMANUEL:
27	"Ok not true. Other studios make these movies"
28	133. Def Ari Emanuel was alluding to Universal Pictures, who would produce any film
29	Def Emanuel suggested. Texting stopped for 7 or 8 hours, until Def Ari Emanuel resumed.
30	2014-10-18 16:20:47 From: aemmanuel@wmeentertainment.com
31	To: gumpert, andrew sr@scottrudinproductions.com,
32	pwhitesell@wmeentertainment.com, pascal, amy
33	ARI EMANUEL:
34	"In the real world when some one either risks something or gives something
35	up they get something in return. You guys seem to think we should be
36	honored just to be in business with you based on your offer. Why?"

COMPLAINT

1	134. After this, the negotiation disintegrated over the next 4 weeks. The last email from
2	Def Emanuel to Amy Pascal was sent November 11, 2014, when Emanuel abruptly asked:
3	2014-11-14 22:57:02 From: aemanuel@wmeentertainment.com
4	To: pascal, amy
5	ARI EMANUEL:
6	“Is business affairs calling me so I can take this to Fox Searchlight officially?”
7	135. <u>With that statement Def Emanuel showed that, in addition to producing, he even</u>
8	<u>arranges distribution.</u> Def Emanuel is asking Amy Pascal if Sony Pictures’ President of
9	Business Affairs, Andrew Gumpert, is going to call to let him know if Sony wants “Steve
10	Jobs”. Def Emanuel is bluffing that Fox Searchlight has agreed to take the film. He never
11	had a deal with Fox Searchlight. He was just playing hardball; trying to get a better offer out
12	of Sony, AND keep them in the dark about his distribution relationship with Universal
13	Pictures.
14	136. As this deal dragged on over 8 months, 3 weeks before the previous exchange,
15	Sony Pictures’ Andrew Gumpert, spotted Def Emanuel’s chicanery and bad motives. In an
16	email to Sony execs Lynton, Pascal, and Doug Belgrad; Andrew Gumpert wrote:
17	2014-10-18 16:59:16 From: Andrew Gumpert
18	To: lynton, michael; pascal, amy; belgrad, doug
19	Andrew Gumpert:
20	“The fact is there is only so much in the kitty. Unless the movie
21	massively breaks out they can never make real money, nor can we
22	and our investors. They have a 50pt pool with the best definition and
23	5m of box office bonuses. <u>Do they want to make MORE than the</u>
24	<u>equity? I think they do.</u> There is a huge philosophical gap (given
25	the rude and insolent responses from Ari and Scott)...”
26	137. Andrew Gumpert knew something was wrong, because Def Ari Emanuel and Scott
27	Rudin weren’t adhering to established guidelines.
28	138. Although there have surely been occasions when Sony Pictures did cave-in to Def
29	Emanuel’s arm-twisting, this would not be one of those occasion. But oddly, Michael
30	Lynton, CEO of Sony Pictures, responds to Gumpert only with silence—because Def Ari
31	Emanuel is his close friend and secret business partner in Screenbid.

1	“Steve Jobs” Film’ s Not-So Surprising Twist Ending:
2	139. Fox Searchlight never touched “Steve Jobs”.
3	140. Def Ari Emanuel had just been playing the ace up his sleeve; trying to push the
4	price of the film above market value, to increase his profit margin. He didn’t need Sony
5	Pictures to give him standard market value for “Steve Jobs”, he could get standard value
6	from Universal Pictures. When the maneuver failed, and Sony Pictures backed out, Def Ari
7	Emanuel took the film to the Studio that has distributed all of his films, since around 1999.
8	141. On September 5th, 2015, 10 months after Sony Pictures declined on “Steve Jobs”,
9	after so much posturing and tumult, <u>“Steve Jobs” was distributed by Universal Pictures.</u>
10	
11	<u>SONY PICTURES EMAILS SHOW DEFS EMANUEL & BILL BLOCK & SONY</u>
12	<u>PICTURES’ CEO (M. LYNTON) MAINTAIN UNETHICAL RELATIONSHIPS,</u>
13	<u>AS THEY CO-OWN “SCREENBID” TOGETHER (CONFLICT OF INTERESTS)</u>
14	142. The “Steve Jobs” emails reveal Defs Emanuel and Bill Block are in a co-ownership
15	business with Sony Pictures’ then-CEO Michael Lynton. As we see Def Ari Emanuel write
16	Michael Lynton to ask Lynton to check on their co-owned business, Screenbid.
17	On Dec 3, 2013, at 3:11 PM, From: aemmanuel@wmeentertainment.com
18	To: lynton, michael;
19	ARI EMANUEL:
20	Michael -
21	What are we doing on Screenbid? We had success on our early tests,
22	nothing since. You guys own a piece of this company, we've had
23	nothing since our early success. We have to keep the engines going.
24	143. In the text above, Def Emanuel’s and CEO Michael Lynton’s joint ownership of
25	Screenbid is confirmed by the repeated use of pronoun “we”. Def Ari Emanuel asks “What
26	are <u>we</u> doing...” Then he states “ <u>We</u> had success on our early tests...” Then he reminds
27	Lynton that he (and some unknown party, or parties) also own shares of this company. Then,
28	implying Lynton has a responsibility, Def Emanuel says, “You guys own a piece of this
29	company...” Then Def Emanuel exhorts CEO Michael Lynton to take action, saying: “ <u>We</u>
30	<u>have to keep the engines going.</u> ”
31	144. These are not the messages of quiet stockholders. These men are owners.

1 145. Sony Picture's CEO, Michael Lynton is quite a bit wiser than Def Emanuel, and
 2 does not reply to Emanuel through his Sony Email account, understanding they are engaged
 3 in an unlawful enterprise. But 11 months later, 10/31/2014, Def Bill Block, the CEO of
 4 Screenbid, not-so-wisely emails Def Emanuel and Lynton (to Lynton's Sony email address)
 5 to give his business partners a business report, pasted below his reply text. (Bill Block was
 6 the CEO of QED International, a Defendant in Briggs v Blomkamp.) Def Bill Block's reply
 7 email reads:

8 2014-10-31 00:35:37 FW: SCREENBID AUCTION UPDATE
 9 From: bblock@qedintl.com To: aemmanuel@wmeentertainment.com
 michael_lynton@spe.sony.com

10 **BILL BLOCK:**

11 Going well gentlemen.

12 Bill

13 From: Jeffrey A. Dash [mailto:jdash@screenbid.com]

14 Sent: Monday, October 27, 2014 10:13 AM

To: Bill Block

15 Subject: SCREENBID AUCTION UPDATE

AUCTION UPDATE:

16 TRUE BLOOD: (HBO) We are winding down aftermarket sales and
 17 fulfillment and are on schedule to present audited reports to HBO
 accounting within 14 days.

18 SONS OF ANARCHY: (FOX) We visited the set on Friday
 19 10/24/14 and met with the department heads for props, wardrobe,
 20 transportation and set decoration. They are scheduled to wrap next
 21 week and we will take delivery by 11/5/14, immediately inventory
 21 and shoot. Writing began about 2 weeks ago The auction is
 22 scheduled to go live on 12/01/14 and bidding will end on 12/10/14.
 Fulfillment time will be tight. In order to get everything shipped
 prior to XMAS we will have extra staff in place to facilitate..."

23
 24 146. In this unethical relationship, Sony Pictures' CEO Lynton, personally profited as
 25 Screenbid's owner, in such ways as directing Sony Pictures to give Screenbid millions in set
 26 furnishings to auction on Screenbid, where he and Def Emanuel profited as owners.
 27 Lynton's secret relationship with Def Emanuel is why Sony Pictures did not do due
 28 diligence to vet Def Blomkamp's Elysium script.

COMPLAINT

SONY EMAILS SHOW DEF EMANUEL PERFORMSPRODUCORIAL SERVICES: CALLING SONY'S CEO & CHAIRMANTO ARRANGE A DEAL WITH HASBRO

147. On March 28, 2014, Def Ari Emanuel emailed/texted Sony's Pictures' CEO and Chairman to close an animation co-financing deal with Hasbro. Def Emanuel's email read:

2014-03-28 re: HASBRO Animation deal

From: aemanuel@wmeentertainment.com

To: amy_pascal@spe.sony.com; michael_lynton@spe.sony.com

ARI EMANUEL:

"HASBRO Animation deal

Amy & Michael -

We have sent Ronni our proposal for the animation co-financing deal. Please take a look when you get a chance and lets lock this down.

Ari

148. Talent Agents don't arrange animation co-financing deals with Hasbro—producers and studios do. Curiously, after Billionaire Def Ari Emanuel recently purchased the UFC he arranged a UFC Hasbro deal. (An article where Def Emanuel discusses UFC and Hasbro is attached as "**Exhibit Z**" and is incorporated by reference as if fully set out herein.)

**SONY EMAILS SHOW DEFENDANTS COMMITTED PERJURY REGARDING
THEIR EFFORTS TO HIDE INFRINGEMENT IN BRIGGS V BLOMKAMP**

149. The Defendants' fraud, conspiracy and routine deceit included committing perjury by lying on documents signed under oath.

150. During the discovery phase of Briggs v Blomkamp, et al (C13 4679 PJH) the Plaintiff informed the district court that he suspected that writer/producer Simon Kinberg was hired to rewrite Def Blomkamp's poorly written screenplay. In response to Plaintiff's interrogatories to MRC II LP, the Defendants made false statement, under oath, regarding a substantial matter in that case, which may impact the Plaintiff's ability to prevail in that lawsuit (currently in appeals). (Said Def MRC II LP's Interrogatory Responses from Briggs v Blomkamp are attached as "**Exhibit AA**" and is incorporated by reference as if fully set out herein.)

COMPLAINT

1	151. That deceit occurred when the Defs responded to interrogatory #17; believing
2	Simon Kinberg helped disguise Def Blomkamp's infringement, the Plaintiff asked:
3	Plaintiff's Interrogatory:
4	INTERROGATORY #17:
5	"Simon Kinberg is a writer and "script doctor" (a writer who fixes scripts
6	that have serious problems). Simon Kinberg is listed as a producer of
7	Elysium. Exactly what duties did Simon Kinberg play in the production and
8	script doctoring of the screenplay and film "Elysium"?"
9	Defendants' Answer:
10	"Defendant incorporates by reference the preliminary statement and
11	general objections... Subject to and without waiving the foregoing
12	objections, Defendant responds as follows:
13	Simon Kinberg <u>produced the Film</u> . As producer, Mr. Kinberg also
14	assisted with a polish of the Film's screenplay during the later stages of
15	writing."
16	<u>But The Leaked Sony Emails Reveal The Truth About Said Perjury:</u>
17	152. The Defendants admitted that Simon Kinberg helped improve the weak screenplay,
18	BUT suggested that his help was just a "polish", which suggests merely dotting I's and
19	crossing T's, and maybe a dialogue suggestion here and there. But, in fact, Simon Kinberg
20	had to do exhaustive work to try to salvage Elysium's terrible screenplay.
21	153. The gross underestimation and misrepresentation of all the work Simon Kinberg
22	had to do to repair Def Blomkamp's Elysium script is revealed in the 2015
23	Wikileaks're-posting of the Sony Pictures' hacked emails, in five (5) key email exchanges
24	between Defs Modi Wiczuk, Simon Kinberg, and Sony Pictures Chairperson Amy Pascal.
25	In the first email, Def Wiczuk explains Kinberg's role:
26	2014-10-27 13:36:12 <u>Fwd: CHAPPIE NOTES</u>
27	From: <u>mwiczuk@mrcstudios.com</u> To: pascal, amy
28	MODI WICZYK;
	"hi!so i asked si to share all the notes hes wanted to do, in detail, for
	weeks but hasnt been able to do.it lines up w what everyones saying.
	great detail and very specific.he also included rachels document and
	merged it. simon is a fixer and a logician and i want him to trest this like
	hes been brought in to doctor it on some level, and he does too. <u>nb has</u>
	<u>been ignoring him the past few weeks after listening to him up until then.</u>
	dont know why, dont care. its our turn now.i told doug that we should

1	leave the mtg telling thema. timeline for seeing new stuff b. possibly do a
2	parallel more radical cut to play w thebig first act and religious note.c. first
3	"basic" cut should do all cuts in the notes, deal w ending. see you at 9."
4	154. Def Wiczzyk, Simon Kinberg, and Amy Pascal continued to discuss the endless and
5	unimaginable problems Kinberg was having helping director Def Blomkamp's save his film,
6	<i>Chappie</i> ; the executives discuss reshoots, dialogue rewrites, other huge changes, and how
7	to protect Def Blomkamp's insecure ego. Yet, amid these massive problems, Kinberg
8	comments that Def Blomkamp was handling Kinberg's executive ordered changes much
9	better than he handled them on <i>Elysium</i> , where Kinberg explains Blomkamp " shut down
10	on <i>elysium</i>, partly because he felt he didn't have the answers. he's never shut down on
11	this movie, not once. " In this email to Amy Pascal, Simon Kinberg wrote:
12	2014-08-07 07:02:55 Re: Chappie from:
13	<u>sdkinberg@aol.com</u> to: pascal, amy
14	SIMON KINBERG:
15	"cool! neill has been really open throughout this process, and wants to get
16	the audience all the way there. i think we're all feeling the same things
17	now, so we can put it together and deliver to him, and he'll take it as an
18	assignment not a judgement, and stay creative. i saw him shut down on
19	<i>elysium</i>, partly because he felt he didn't have the answers. he's never
20	shut down on this movie, not once. so i don't think he will now..."
21	155. In fact, the text/emails reveal Def Wiczzyk and Amy Pascal were forced to hide
22	from Def Blomkamp the fact that Simon Kinberg had to take over the film to finish it. This
23	is revealed when Def Wiczzyk wrote to Sony's Chairperson, Amy Pascal:
24	2014-10-27 13:42:22 Re: To discuss
25	From: <u>mwiczzyk@mrcstudios.com</u> ; To: pascal, amy
26	MODI WICZYK:
27	"not to oversimplify but i know simon has been biting his tongue for a
28	<i>month and all the sloppy stuff has been making him crazy</i> . when i speak
29	to him he seems to have a very clear view of what he wants to do. it
30	lines up w what ur saying. i hink if we make them do it we will have a
31	much much much better film that works. <u>we just cant literally tell neill si</u>
32	<u>is taking over....so its "our" notes"</u>
33	156. Additional evidence of the extreme measures that Defendants Simon Kinberg,
34	Sony Pictures, MRC and Modi Wiczzyk resorted to salvage Chappie. Can be seen in such

1 emails/texts as when Def Modi Wiczzyk explains director Def Neill Blomkamp's inability to
2 even write or direct "basics". In an email text to Amy Pascal, Wiczzyk wrote:

3 2014-10-27 13:52:57 Re: To discuss

4 From: mwiczzyk@mrcstudios.com, To: pascal, amy

5 **MODI WICZYK:**

6 "yes thats what i mean the right version of this could be iconic and do 300
7 and have a huge sequel what bugs me is how obvious and unpolished the
8 problems are all the hard stuff is great but all the basics are killing us"

9 157. A week later, Def Modi Wiczzyk emailed Amy Pascal to discuss BlomKamp's
10 insecurities, and how they were impacting production.

11 2014-11-03 04:31:07 Re: From:

12 mwiczzyk@mrcstudios.com To: pascal, amy

13 **MODI WICZYK:**

14 "dunno re simon. maybe insecure, maybe thinks simon is on "studio"
15 side, which is juvenile, hes always mad at somebody. vacillates btwn
16 targets. i ignore it until it stops forward progress.

17 re edgar i actually initially got nervous the music was too old to be
18 cool, but all my assistants say lots of these songs are in the collective
19 consciousness, played in bars and clubs. shows what i know....i dug the
20 reel he did. and i loved the app w script and music."

21 158. There are many more such emails that further reveal how inept and difficult Def
22 Blomkamp is. But from these select emails, we see that to revise Blomkamp's *Chappie*,
23 Kinberg took extraordinary measures, and that Blomkamp's inept, "insecure" and "juvenile"
24 conduct made Kinberg "crazy", forcing the executives to takeover the edit. Yet, Kinberg
25 implied these problems were mild compared to what he endured with Blomkamp revising
26 *Elysium*, where the problems were so extreme that Blomkamp "shut down" and "didn't
27 have the answers". Thus, clearly the script work Kinberg did on *Elysium* was **exhaustive**,
28 and not a mere "polish" as Def MRC II LP stated under oath. This was a clear act of perjury.

29 **SONY EMAILS CONFIRM DEFS RULE 37 VIOLATION IN BRIGGS V**
30 **BLOMKAMP, SHOWING DEFS OMITTED TESTIMONY & EVIDENCE**

31 159. On page 28 of the Plaintiff's First Amended Complaint in Briggs v Blomkamp, et
32 al, the Plaintiff made a bold prediction: that sometime after May of 2013 (when Blomkamp

1 learned the details of Plaintiff's impending copyright lawsuit) Defendant Neill Blomkamp
 2 went back into the editing room and tried to edit-out key headache scenes, which were
 3 identical to the Plaintiff's work. The Plaintiff explained that Blomkamp did this to try to
 4 cover-up his theft of the Plaintiff's intellectual property.

5 160. Supporting this prediction, during the discovery phase of Briggs v Blomkamp, the
 6 Plaintiff found a report on TheProvince.com (titled: "Elysium's ready as director Blomkamp
 7 looks forward to next project" from February 2013) in which Def Blomkamp stated the film
 8 was finished back in February 2013. (Said article from "The Province" is attached as
 9 "Exhibit BB" and is incorporated by reference as if fully set out herein.) Then, proving the
 10 Plaintiff's prediction, in sworn responses to Plaintiff's interrogatories, during discovery in
 11 Briggs v Blomkamp, Def Blomkamp admitted film editing was finished "Sometime in or
 12 about June 2013." (Said Defendant Blomkamp's Interrogatory Responses from Briggs v
 13 Blomkamp are attached as "Exhibit CC" and are incorporated by reference, as if fully set
 14 out herein.)

15 161. The Plaintiff then filed a motion to compel documents, asking for all texts and
 16 emails between Def Blomkamp and both *Elysium* film editors: Julian Clarke and Lee Smith
 17 (Smith was the final editor—the editor who would have made these headache changes). The
 18 Plaintiff made this motion to prove that Def Blomkamp resumed film editing after February
 19 2013, to try to remove or alter the "headache" scenes. However, **the Defendants would not**
 20 **provide a response from Lee Smith**, only from Clarke (Clarke stated that editing ended
 21 well before June 2013—contradicting Blomkamp, who said editing ended June 2013). But
 22 Lee Smith returned to the editing room to fix the headache scenes in May and June 2013.

23 162. As well as doing the final edit of *Elysium*, the 2014 Sony email leak show that Lee
 24 Smith also did the final edits for Blomkamp's next film, *Chappie* (although Smith isn't
 25 credited on IMDB or Wikipedia).

26 163. Lee Smith's final edit of *Chappie* is revealed in the Sony email leaks as Def Modi
 27 Wiczuk writes to Amy Pascal:

28 2014-08-12 00:13:30 saw it From:
mwiczuk@mrcestudios.com To:

COMPLAINT

1	<u>amy_pascal@spe.sony.com</u>
2	MODI WICZYK:
3	“we are going to get there and have a big success with this one. <u>lee smith</u> will be huge, <u>nb</u> is in GREAT frame of mind.”
4	164. Def Wiczzyk knew Smith would be “huge” because of how Smith helped salvage
5	Elysium. A few months later Def Wiczzyk told Amy Pascal about all the work Lee Smith had
6	left to do on the film, and the continued problems between Blomkamp and Kinberg.
7	2014-11-03 02:03:10 Re: From: <u>mwiczzyk@mrcstudios.com</u>
8	To: pascal, amy
9	MODI WICZYK:
10	“Hi!
11	in terms of neill, totally ur call but...
12	i feel like <u>this coming week is critical bc neill has to really really let lee</u>
13	<u>in to polish, refine</u> , etc. alot of little indulgences are gonna have to go.
14	so--- i was trying to be positive but also let him know theres real real
15	work yet to do. and in a short period of time.... i talked to lee for a
16	while today who says neills been very open so thats good...but hes been
17	a dick to simon for whatever reason. so a long way of saying i want to
18	keep the pressure on him. because i agree it can be special.
19	make sense?”
20	165. The Plaintiff filed his Motion to Compel (seeking a statement from Lee Smith)
21	three (3) weeks before the deadline for dispositive motions (liability), July 9th, 2013. But
22	the district court set the motion hearing for more than a week AFTER the deadline for
23	dispositive motions (Aug 7th, 2013). Thus, the Plaintiff had to file his Motion For
24	Summary Judgment (MFSJ), without being able to inform the court of the Defendants’
25	violation of Rule 37 (failure to cooperate to compel a discovery response); a violation that,
26	in this case, resulted in the omission of evidence of a cover-up (that cover-up being: Neill
27	Blomkamp returned to the editing room with Lee Smith, in June 2013, to ask Smith to try to
28	erase edit and remove the headaches from Elysium). Thus, during the teleconference
	hearing with Magistrate Judge Laurel Beeler, the Plaintiff explained that the matter was
	unresolved but was effectively “moot” because both parties’ MFSJs had been filed, and the
	Plaintiff had less than a week to file his Reply Brief (Magistrate Beeler thus ruled the issue
	moot). (Note: the Defs also refused ALL of the Plaintiff’s discovery requests for texts or
	emails regarding ANY Elysium matters; expanding the Defendants’ Rule 37 violations).

1	MRC & SONY PICTURES NEGLECTED TO DO BASIC
2	DUE DILIGENCE, BUYING THE RIGHTS TO ELYSIUM
3	WITHOUT EVEN READING A SCREENPLAY
4	166. In 2008, Def Neill Blomkamp filmed <i>District 9</i> without a screenplay. District 9's
5	star, Sharlto Copley, has given many interviews discussing the fact that he improvised every
6	line of the film—such as the interview he gave <i>USA Today</i> in 2011. (Said USA Today article
7	with Sharlto Copley is attached as “ Exhibit DD ” and is incorporated by reference as if fully
8	set out herein.) Due to Def Emanuel's inappropriate relationship with Sony Pictures' CEO
9	Michael Lynton and Def Bill Block (of QED Int.), Emanuel was able to get QED and Sony
10	Pictures' subsidiary <i>TriStar</i> to produce and distribute District 9, without a screenplay
11	—using only Def Blomkamp's notes, which they referred to as a “script”. Countless writers
12	and fans, in online forums, have tried to find a copy of a District 9 script. All have failed.
13	167. Similarly, MRC (co-owned by Def Emanuel) and Sony Pictures bought the film
14	and distribution rights to Elysium from Def Blomkamp, without ever reading a screenplay.
15	Sony Pictures bought the rights to Elysium in a hasty meeting in 2008. In this well
16	documented meeting MRC and Def Blomkamp displayed 50-60 concept art paintings of
17	scenes from Blomkamp's proposed film. The art was so persuasive that Sony Pictures
18	agreed to buy the rights, immediately, never bothering to read the script.
19	HollywoodReporter.com reported the details of the stunningly hasty meeting between
20	Blomkamp, MRC and Sony Pictures — <u>on the very day it occurred</u> , January 19, 2011.
21	MRC scheduled meetings with several other distributors that same day, but Sony Pictures
22	was so rushed and eager to buy the film that MRC canceled all other distribution meetings
23	scheduled that day. The Hollywood Reporter article carefully reports the “art designs” that
24	secured this deal, but never mentions a “screenplay” or a “script”. (Said Hollywood
25	Reporter article about Blomkamp, MRC closing the deal with Sony Pictures is attached as
26	“ Exhibit EE ” and is incorporated by reference as if fully set out herein.) This same
27	meeting and concept art were also recounted in the book “Elysium: The Art of the Film”
28	—a book primarily made up of <u>interviews with Def Blomkamp, himself</u> . On August 6th,
	2013, Deep Focus Review (deepfocusreview.com) reviewed the book “Elysium: The Art of

1 the Film”, reflecting on this meeting. (Said Deep Focus Review article is attached as
 2 “**Exhibit FF**” and is incorporated by reference as if fully set out herein.) Upon
 3 interviewing Blomkamp, the Deep Focus Review article revealed that Defs Blomkamp and
 4 MRC staged 50-60 concept art paintings “and set them against the screenplay”, explaining:

5 “On the strength of these images—not to mention the strength of his first
 6 film, *District 9*—he garnered himself a \$100 million budget and signed
 7 stars Matt Damon and Jodie Foster.”

8 168. The Defendants used the amazing artwork to strategically distract attention from
 9 the flawed screenplay. Sony Pictures took the bait. Within an hour or so, a deal for about
 10 \$115 million was made, and no executive from Sony Pictures ever read a script. MRC didn’t
 11 do due diligence because Defendant Ari Emanuel was a co-owner of MRC and Def
 12 Blomkamp’s personal agent; thus, they stood to make millions from the deal. Sony Pictures
 13 failed to do due diligence because CEO Michael Lynton had an improper, secret business
 14 partnership with Def Emanuel (Screenbid.com), and wanted to maintain good relations with
 15 Defs Emanuel and MRC—and make millions without regard for whose work they pirated.

16 169. Def Blomkamp’s script was so poorly executed and riddled with evidence of
 17 misappropriation of the Plaintiff’s work, that Defs Blomkamp, MRC and Sony Pictures took
 18 extreme measures to protect the script during film production. The website Games Radar
 19 (gamesradar.com) interviewed one of Elysium’s stars, film icon **Jodie Foster**, who revealed
 20 the producer’s paranoia as she explained she wasn’t allowed to possess a script. (Said
 21 Games Radar interview with Jodie Foster is attached as “**Exhibit GG**” and is incorporated
 22 by reference as if fully set out herein.) Foster said:

23 “**They won’t even give me a screenplay. I’ve read it, but they won’t**
 24 **give me one to physically keep in my home ‘cause they’re so worried**
 25 **about everybody.”**

26 170. How Sony Pictures and MRC committed \$115 million to a movie without reading a
 27 screenplay, but invested millions to keep the screenplay secret defies reason. This was done
 28 to keep the Plaintiff from learning details of the film’s plot before it was released, to prevent
 the Plaintiff from getting an injunction to stop production.

1	171. Had Sony Pictures behaved ethically, AND done their due diligence, they would
2	have read Blomkamp's screenplay, then they would have seen Def Blomkamp's unfocused
3	ideas, vast story weakness, and his poor literary skills. These shortcomings, juxtaposing
4	concepts that were beyond such limited literary skills, should have raised red flags that
5	Blomkamp's story may have been misappropriate, thus killing the deal. Hence, the Plaintiff
6	would have filed no claims, including all claims herein.
7	172. When Sony Pictures finally read Blomkamp's screenplay, seeing his poor writing
8	skills and disjointed ideas, they hired writer/producer Simon Kinberg, who Def Wiczky
9	described as a "fixer" (a term Wiczky borrowed from Jeff Rovin, expert witness in Briggs v
10	Blomkamp). In a 2014 email to Sony Pictures Chairperson, Amy Pascal. Wiczky wrote:
11	2014-10-27 13:36:12 Fwd: CHAPPIE NOTES
12	From: mwiczky@mrcstudios.com To: pascal, amy
13	MODI WICZYK:
14	"hi!so i asked si to share all the notes hes wanted to do, in detail, for
15	weeks but hasnt been able to do.it lines up w what everyones
16	saying. great detail and very specific.he also included rachels
17	document and merged it. simon is a fixer and a logician and i want
18	him to trest this like hes been brought in to doctor it on some level,
19	and he does too. <u>nb has been ignoring him the past few weeks after</u>
20	<u>listening to him up until then.</u> dont know why, dont care. its our turn
21	now.i told doug that we should leave the mtg telling thema. timeline
22	for seeing new stuff b. possibly do a parallel more radical cut to
23	play w thebig first act and religious note.c. first "basic" cut should
24	do all cuts in the notes, deal w ending. see you at 9."
25	173. A company has a responsibility to do basic due diligence, to make sure their
26	products are what they allege: original works. Having a CEO who is secret business partners
27	with the CEO of a talent agency subcontractor, undermines due diligence. Failing to read a
28	screenplay before buying the rights to that screenplay is not doing due diligence. Hiring a
	"fixer" to hide evidence of misappropriation is not doing due diligence. Rather, these are the
	methods of corrupt, mob-like conspirators.
	174. Further, during discovery in Briggs v Blomkamp et al, the Plaintiff asked the
	Defendants for all documentation of their due diligence to make sure Elysium was not an
	infringement. The Defendants failed to produced any such documentation.

1	Defendant Blomkamp Gets Caught Lying To The World About
2	His “Aliens” Script (Which Also Did Not Exist) , in 2017:
3	175. Just as Def Blomkamp (with Def Wiczzyk’s help) sold Elysium to Sony and MRC
4	without a screenplay, Blomkamp recently tried to sell his idea for a fifth “Aliens” film
5	without a script—but this time he did it openly, online, for the world to see. Unfortunately,
6	in the process he ensnared several other Hollywood notables in his’ strange world of lies.
7	176. On January 2nd, 2015, Def Blomkamp shared some “Aliens” concept art on his
8	Twitter account, expressing hope of one day shooting the film. Soon dozens of Blomkamp
9	fans began spreading the word that Def Blomkamp was out to make the fifth Aliens film,
10	including in an article on Nerdist.com. (Said article from Nerdist.com is attached as
11	“ Exhibit HH ” and is incorporated by reference as if fully set out herein.)
12	177. By July 2016 , websites like ScreenRant.com were reporting Def Blomkamp had
13	recruited actress Sigourney Weaver and director James Cameron to tell the world how great
14	Blomkamp’s script was. (Said ScreenRant article is attached as “ Exhibit II ” and is
15	incorporated by reference as if fully set out herein.) In ScreenRant Sigourney Weaver said:
16	“There is an incredible script by Neill. I didn’t want to do a fifth one. I
17	thought going to earth wouldn’t be fun. I got this script that was
18	amazing and gives fans everything they’re looking for...”
19	178. And James Cameron also praised the script in the ScreenRant article:
20	Director James Cameron (<i>Avatar</i>) then went on to throw in his two cents,
21	saying that Blomkamp’s is “a very strong script” and “works gangbusters.”
21	179. “Gangbusters.”
22	180. Then, in April 2017, ScreenCrush.com reported that director Ridley Scott, owner of
23	the Aliens franchise, had announced there would be no <i>Aliens 5</i> movie. Mr. Scott explained
24	Defendant Blomkamp never even had a script . (Said Screen Crush article is attached as
25	“ Exhibit JJ ” and incorporated by reference as if fully set out herein.) Ridley Scott stated:
26	“I don’t think it will ever see the light of day. <u>There was never a script.</u>
27	Just an idea that evolved from a dozen or so pages.”
28	181. This all caused the article writer to wonder who was lying: “We seem to find

1 ourselves in a bit of a ‘*he said, she and he said*’ situation here,” Monagle wrote.

2 182. Remember, in 2000 Def Wiczuk helped sell his brother’s script to Summit without
3 so much as a script name, and Sony Pictures was right there, negotiating for the rights to
4 that unwritten, nameless script—eager to please any good friend of Ari Emanuel’s. By
5 2016, with *Aliens 5*, the Defendants had grown so brazen that they let Def Blomkamp go out
6 and lie to the world for himself, believing they could throw a script together after the
7 contract was signed. Rubbing their hands in anticipation of all that money —none of them
8 expected Ridley Scott to do due diligence and insist on seeing a script, ruining their scheme.

9
10 **IN BRIGGS V BLOMKAMP THE DEFS HIRED A CONMAN, JEFF ROVIN**
11 **(WHO COMMITTED FRAUD UPON THE COURT & WENT ON FOX NEWS**
12 **TO ADMIT HE WAS A “FIXER” FOR BILL CLINTON) AS THEIR “EXPERT”**

13 183. Not only does this case reveal how effortlessly seemingly everyone in Hollywood
14 lies, it reveals that when they get caught lying and stealing other people’s work, they call on
15 world-class liars.

16 184. In a surreal, mobster-like twist, in Briggs v Blomkamp, rather than hiring one of
17 thousands of California intellectual property attorneys as an expert witness, the Defs hired
18 Jeff Rovin, a high school-educated New York “fixer” (Rovin’s self description). This is the
19 same Jeff Rovin who confessed (two years after Briggs v Blomkamp went to MFSJ) to the
20 *National ENQUIRER* (October 19th, 2016), and confessed on **Fox News’** live telecast of
21 *The Sean Hannity Show* (Oct 24, 2016), that he was a professional “fixer” who
22 orchestrated false “smear” reports on people who disparaged President Bill and Hillary
23 Clinton—while Bill Clinton was President. Rovin claimed he then published these smear
24 articles in tabloid newspapers. Rovin’s interview with Hannity can be seen at
25 <https://www.youtube.com/watch?v=L3mzoKuFN5o>. The story carried in countless other
26 publications, including The Daily Beast. (Said Daily Beast article is attached as “**Exhibit**
27 **KK**” and is incorporated by reference as if fully set out herein.) (Said National ENQUIRER
28 article is attached as as “**Exhibit LL**” and is incorporated by reference as if fully set out
herein.)

1	185. Rovin made these self-incriminating admissions on camera, in his own words.
2	Rovin admitted that he also bribed the victims of his smears to stay quiet. Shockingly,
3	Rovin says the bribes were so effective that they <u>rarely needed to resort to other measures</u> .
4	In Rovin's words, " Most of the time it was just money, it never had to be any threats."
5	Witlessly, Rovin admitted threats, violence—or worse—might ensue if the money wasn't
6	accepted.
7	186. Sean Hannity summarized Rovin's work, saying, "Smearing happened. Money was
8	paid. Orders were given. You were to go out and damage the reputation of people like
9	Monica Lewinski."
10	187. Rovin modestly agreed with Hannity's assessment, stating, "It was a team effort."
11	188. Rovin went on to explain he had worked as a "fixer" many times in the past.
12	189. In Brigg v Blomkamp, the Defendants paid Jeff Rovin \$50,000 as a "fixer", to use
13	his literary talents to lie, falsify and commit fraud.
14	190. In Brigg v Blomkamp, Rovin's fraud was so extensive that the Plaintiff moved the
15	the court to exclude Rovin's "expert" report, as Rovin had falsified dozens of citations and
16	fabricated evidence to substantiate his own claims, including a lengthy "quote" in which he
17	fraudulently omitted 42 words—that wholly countered what Rovin reported. (Said Motion
18	to Exclude is attached as " Exhibit MM " and is incorporated by reference as if fully set out
19	herein.) Oddly, the court took no interest in the fraud contained in Rovin's report—which
20	became the base of the district court's summary judgment opinion—and denied the motion.
21	191. How the Defendants knew such a devious man's "expert" report would meet no
22	skepticism by the court is a mystery. How the Defendants knew such a sinister man
23	existed—at all—is stunning. Rovin explained that he worked for President Clinton when
24	Bill Clinton was in office (1991-2001). When asked how he came to be involved with the
25	Clintons, Rovin explained that the Clintons became aware of Rovin because, in Rovin's
26	words, he was " fixing something for an actor who was in their (the Clinton's) inner
27	circle. " Rovin does not identify who this cabinet member is, but during the time Rovin was
28	involved with the Clintons (1991-1998), Rahm Emanuel worked as the senior adviser to
	President Clinton (1993-1998). Rahm Emanuel is Defendant Ari Emanuel's brother.

1 **SUMMARY OF THE DEFENDANTS'**

2 **UNLAWFUL ACTIONS**

3 **Act 1**

4 192. Kevin Spacey and Dana Brunetti, acting alone or in conspiracy with other
5 Defendants, created a social network website called Trigger Street, or TriggerStreet ("TS"
6 herein), located at triggerstreet.com from 2002 until 2011, and at labs.triggerstreet.com from
7 2011 until 2014.

8 193. Kevin Spacey and Dana Brunetti, acting alone or in conspiracy with other
9 Defendants, published and rendered the TS "Terms of Use" contract page, which stated:

10 Unless otherwise specified, the materials on the Site and in the Services are
11 presented **solely for** the purpose of promoting the entertainment,
12 information, and community resources and services available in, and other
13 uses in, **the United States of America**. We control and operate the Site
14 and the Services from within the United States. We make no representation
15 that materials on the Site or the Services are appropriate or available for
16 use in locations outside the United States, and accessing them from
territories where their contents are illegal is prohibited. Those who choose
to access the Site from other locations do so on their own initiative and are
responsible for compliance with local laws.

17 194. The previous statement from the TS "Terms of Use" page was deliberately false
18 and/or misleading, and intended to inform members (or suggest, imply or insinuate) that
19 TS was intended for use by and for users in the USA. This was Fraud, Intentional
20 Misrepresentation, False Statements, and Deceit. These false statements were made to
21 falsely assure informed, savvy writers that the website was safe from foreign "bad actors",
21 as there are many nations that do not, or cannot enforce the Universal Copyright
22 Convention, and often American copyright holders never learn that their works were
23 misappropriated by foreign infringers, because the stolen works are only displayed in the
24 infringers' nation. (TS also may have stated it was intended for UAS use to avoid paying
25 taxes on the international earnings from its Budweiser endorsement deal.)

26 195. In truth, unbeknownst to American users who had been deceived by the Defendants,
27 from the outset TS was intended for international use.

28 196. The Defendants' action were also a violation of Cal Civ 1572, 3294, and 1709.

1 **Act 2**

2 197. Defendant Kevin Spacey made numerous trips abroad, to London, Spain, etc., to
3 give speeches and interviews, and throw parties, intent to recruit new TS members. While in
4 Spain, in 2009, Spacey stated, "I started the website about six years ago, and we now have
5 close to 400,000 members around the world."

6 198. This was **BREACH OF CONTRACT**, as the Plaintiff—like most members in the
7 USA (perhaps all US members)—believed the website was solely for use in the USA.

8 **Act 3**

9 199. TS and the Defendants provided content and programming from TS to Bud.TV
10 from 2007 to 2009. Bud.TV also ran an international advertising campaign about TS. This
11 international ad campaign advertised TS (as well as Bud.TV) all around the world. In both,
12 advertising TS in Bud.TV promotions, AND advertising TS on Bud.TV itself, the
13 Defendants **breached** the terms of TS's *Terms Of Use* contract page.

14 **Act 4**

15 200. The Defendant(s) made the TS website with effectively no security features, as
16 ALL members were allowed to ANONYMOUSLY read ALL screenplays. This, while TS
17 claimed to be industry standard, encapsulating all of the desires and needs of its users, and
18 touted its state of the art security. This was a violation of state and federal conspiracy,
19 negligence, gross negligence, fraud, deceit, misrepresentations, and false statements laws.

20 **Act 5**

21 201. Unlike a truly "industry standard" site like Writers Script Network.com, all TS
21 members/users were encouraged and deceived into using and navigating the website with
22 false identities (even for writing reviews). The Defendants' intent was to protect the
23 identities of their misappropriating conspirators, the Privacy page was written and designed
24 to scare user/members into using false identities. The TS Privacy page stated:

25 User Names and User Disclosure

26 The user name you select or are provided with upon registration with the
27 Site is deemed non-personally identifiable information. Your user name
28 may be published on the Site and may be disclosed to others, including,
without limitation, to the public, and to any third parties with whom we

elect to share such information. In addition, **if you include your name or any other personally identifying information** in any material transmitted or posted on public areas of the Site or the Services (including, without limitation, message boards, **reviews** and chat rooms), **such information will become public information and will be published on the Site and will be disclosed to other users of the Site and to other third parties who may have access to or otherwise see a display of such information.**

202. These statements were made to encourage users to take risks they ordinarily would not take and should not take, as part of the Defendants efforts to persuade users/members to make their wares accessible to the Defendants. This was CONSPIRACY and DECEIT.

Act 6

203. The TS Privacy page suggested that the website had a method to reveal the true identity of all “accessors”, if necessary.

Information Disclosure

We reserve the right to disclose information submitted by or concerning any user as we feel is necessary to protect our systems or business. Specifically, but without limitation, we reserve the right to disclose such information when a visitor or member is in violation of our Terms of Use or any other agreement with us, or engages (or is suspected of engaging) in any harmful, infringing or illegal activity....

204. However, there is no evidence to support that TS ever, truly, had any method of retrieving any access records, or the accessor’s true identity, etc. Nor is there any reason to believe such a system ever existed on TS. Thus, the Defendants’ action were in violation of California Civ. Code § 1572, which makes it unlawful to make materially false, fictitious, deceitful, or fraudulent statement or representation.

Act 7

205. The Defendant(s) made extraordinary and fraudulent claims about website security; doing so to lure in the best undiscovered writers, and eliminate any doubts or suspicions users might otherwise reasonably have. TS made such false and exceptional claims as:

a. The TS “About Us” page stated:

“Our team has been extensively researching and designing TriggerStreet.com to ensure that it **encapsulates every aspect of the user’s desires and needs.**”

1 206. This was Fraud. All reasonable screenwriter members would expect (from a
 2 website assuring that the website “**encapsulates every aspect of the user's desires and**
 3 **needs**”) that records be preserved of all access of writers’ work, identifying which members
 4 accessed which works, AND recorded by the accessor’s true name —AND NOT erase all
 5 access history if the member removes his/her work because he/she worried his work may be
 6 unsafe on the website. Members would reasonably expect and *desire* this from a site
 7 claiming to be industry standard, because websites like InkTip.com were already doing this.
 8 Further, all reasonable members would **desire** and **need** a website to use accurate language,
 9 and behave in accordance with the implicit language of the website’s *Terms Of Use*. And if
 10 these “Terms of Use” stated, suggested, implied that the website was solely for use in the
 11 USA, members should expect that site operators would act in accordance with that
 12 agreement, and not advertise or recruit abroad. This false claim was made to fraudulently
 13 lure writers to an unsafe website.

14 207. This was deceit. The Defendants’ actions were also in violation of California Civ.
 15 Code § 1572 - Statements or entries generally, which makes it unlawful to make any
 16 materially false, fictitious, or fraudulent statement or representation. On the TS “*Privacy*”
 17 page, the “Security” message stated:

18 “Security
 19 When you submit information via the Site, your information is protected
 20 using secure data networks protected by **industry standard firewall and**
 21 **password protection systems**. Our security practices and policies are
 21 **periodically reviewed and updated** as necessary, and only authorized
 21 individuals have access to the information provided by our users.”

22 208. This was also Fraud. There was nothing “industry standard” about the TS
 23 screenwriter website. The standard was set by Writers Script Network.com (InkTip.com).
 24 InkTip kept all records of all access, even after members left. On InkTip.com, there was no
 25 feature erasing all access records upon script removal. By implying all information was
 26 protected and secure and industry standard, reasonable members would assume all
 27 members’ access activity would be recorded, stored, and protected —not erased.

28 209. The Defendant(s) and TS used Def Spacey’s stardom to lure in writers. Then

1 writers were **promised** “industry access and exposure”—using Spacey’s fame and
 2 Academy Award winning laurels to leverage this false promise. TS’s statement from its
 3 “About Us” page promised that:

4 “Based on the principles of creative excellence, it (the TS website) provides
 5 **industry access and exposure** to help build the careers of notable new
 6 filmmakers and screenwriters.”

7 210. This false promise, bolstered by the other fraudulent statements on the “Terms of
 8 Use”, “About Us”, and “Privacy” pages, expanded a pattern of fraud, false statements,
 9 false promises, concealment, intentional misrepresentations, and deceit.

10 **Act 8**

11 211. The Defendants added a new anti-security feature, whereby if a member removed
 12 his/her screenplays from the TS website because he/she worried that his/her work might be
 13 unsafe or the target of infringers or pirates, the moment that writer removed his script from
 14 the site ALL access records would be erased. The Plaintiff believes the Defs added this
 15 feature in 2007 to access and steal the Plaintiff’s work. Whether this extra hidden layer of
 16 counter-security was added when the website was made, in 2002, or if it was added in 2007,
 17 the Defendant(s) and TS did not inform members about this feature, and it was never
 18 mentioned on the TS website. The Defendants’ failure to inform members of this
 19 anti-security feature, and the risks it posed, was a deliberate omission of imperative
 20 information. The Defendants actions were in violation of California Civ. Code § 1572, fraud
 21 by omission, and constitute DECEIT in violation of California Civ. Code § 1709.

21 **Act 9**

22 212. Corporations are expected to do due diligence in all substantial purchases,
 23 transactions and deals (such as investing \$120 million in a film). Due diligence means doing
 24 **“a complete and appropriate review of documentation and facts by a potential buyer**
 25 **or its agents before purchasing an asset or engaging in business with a prospect”** (from
 26 the Law Offices of Stimmel, Stimmel & Smith) This definition goes on to require a
 27 **“...complete review using lawyers and CPAs to assist so that when one is done, one knows**
 28 **all that one needs to know before engaging in business with or buying a company or other**

1 asset or piece of property.” The Defendants did not do due diligence —failing to even read
2 the screenplay before buying its rights. Thus, the Defendants engaged in **gross negligence.**

3 **Act 10**

4 213. The Defendants engaged in conflicts of interests that violated **CALIFORNIA**
5 **LABOR CODE SECTION 1700.39**, which states, “No talent agency shall divide fees with
6 an employer, an agent or other employee of an employer.” Defendant Ari Emanuel was the
7 central talent agent in making the film Elysium, representing Elysium’s star Def Matt
8 Damon and its writer/director Def Neill Blomkamp. Defendant Ari Emanuel is also an
9 owner of MRC (the employer of Def Neill Blomkamp for the making of Elysium, and the
10 buyer of Elysium’s film rights). Thus, Def Ari Emanuel divided fees as a talent agent and
11 employer. The Plaintiff was injured by this violation of California law.

12 **Act 11**

13 214. The Defendants engaged in **Violations Of California Business & Professions**
14 **Code § 17200, Et Seq., Unfair Business Practices Act.** Sony Pictures’ (a publicly traded
15 company), and its CEO Michael Lynton, violated California Business & Professions Code
16 § 17200, ET SEQ., by engaging in improper and unethical business relationship, whereby
17 Michael Lynton, acting as an officer of Sony Pictures, hired a subcontractor (Screenbid) to
18 sell numerous items of substantial value for Sony Pictures. Thus, Def Lynton profited as
19 Sony Pictures’ CEO, and he and Defs Ari Emanuel and Bill Block profited as the owners of
20 Screenbid, the subcontracted auction service. This was a conflict of interest.

21 215. This improper relationship caused CEO Michael Lynton to encourage his
21 subordinates and peers NOT to scrutinize projects, clients or business entities associated
22 with his secret business partner Def Ari Emanuel. Thus, Sony Pictures agreed to distribute
23 Elysium without doing due diligence to read a screenplay to see to it that it was reasonably
24 executed. Had Sony Pictures employed a reasonable standard of due diligence, Elysium
25 would not have been made; thus, no injury would have come to the Plaintiff.

26 **Act 12**

27 216. The Defendants engaged in Spoliation Of Evidence by closing and destroying the
28 TS website 6 days after the Plaintiff filed his Notice of Appeal to the Ninth Circuit Court of

1 Appeals. The Defendants did this to destroy unfavorable evidence, because the district court
 2 based its MFSJ ruling on reversed law (cited by the Defendants), rather than the prevailing
 3 law (cited by Plaintiff). Thus, *Briggs v Blomkamp, et al*, is/was apt to be returned to the
 4 lower court, where the Plaintiff will/would subpoena all website access records, to confirm
 5 the Defendants used TS to access the Plaintiff's work, and/or confirm that TS
 6 misrepresented its security and ID protection features, and had no such records or oversight.

7 **Act 13**

8 217. By conspiring to hire "fixer" Jeff Rovin (who spent years of his life writing false
 9 "smear" stories for tabloid news) to submit a falsified "expert" report to the court, the
 10 Defendants engaged in civil conspiracy, as well as fraud and deceit in violation of California
 11 Civ. Code §§ 1572 and 1709. In these actions may also constitute Subornation Of Perjury

12 **Act 14**

13 218. By stating, in their answers to the Plaintiff's interrogatories, that Simon Kinberg
 14 only provided a "polish" to the Defendants script *Elysium* (when, in fact, Kinberg did
 15 exhaustive work to salvage the screenplay) the Defendants engaged a conspiracy to commit
 16 fraud and deceit, violating California Civ. Code §§ 1572 and 1709. Beyond these civil
 17 infractions, the Defendants may have committed **Perjury**, violating 18 U.S. Code § 1001.

18 **Act 15**

19 219. In the *Briggs v Blomkamp* Complaint, the Plaintiff stated that the *Elysium* film
 20 editor(s) would confirm that Film editing resumed in June, 2013 (after initially wrapping up
 21 in February 2013) —after the Defendants learned of the Plaintiff's impending lawsuit. The
 21 Plaintiff predicted the editor(s) would confirm that this final editing was done to remove the
 22 hero's headaches. But during discovery, the Defs gave Plaintiff only a statement from Julian
 23 Clarke, refusing to provide a statement from final editor, Lee Clarke. Thus, the Defendants
 24 **violated RULE 37** —a violation that may have changed the outcome of the case. **The**
 25 **Defendants' actions violated Cal Civ 1572 and 1709** —and perhaps 18 U.S. Code § 1001.

26 **Act 16**

27 220. Using the TS website, Defendants Spacey and Brunetti marketed the Plaintiff's
 28 original screenplay in foreign markets all around the world, without informing the Plaintiff.

1 The TS social network website made representations that the website was solely for use in
 2 the USA. The plaintiff relied on these claims. Unbeknownst to the Plaintiff, the Defendants
 3 repeatedly travelled to foreign markets to invite foreign citizens to join TS, where they
 4 could freely access the Plaintiff's screenplay ("Butterfly Driver", posted on TS in 2007). In
 5 engaging in these actions, **the Defendant committed INFRINGING EXPORTATION of**
 6 **the Plaintiff's copyright protected property**, under 17 USC § 602(a)(2), which makes it
 7 unlawful to export copyrighted property from the USA, without the authority of the owner
 8 of copyright, as this would infringe of the copyright owner's exclusive right to distribute,
 9 under 17 USC § 106; actionable under sections 17 USC § 501.

10 221. The Plaintiff was unaware of Defendants Spacey's and Brunetti's infringing
 11 exportation of his work until February of 2016, when the Plaintiff discovered a BBC article,
 12 written in 2009, about Kevin Spacey travelling to Barcelona, Spain to tout TS's "400,000
 13 members around the world." (See Exhibit T). **Immediately, upon discovering the article,**
 14 **the Plaintiff notified the 9th Circuit Court of Appeals, via a court filing on February**
 15 **29th, 2016.** Shortly after discovering the article, the Plaintiff discovered other articles about
 16 Spacey travelling abroad to market TS, dating back to 2002. (See **Exhibit P and Q.**)
 17 American users were never informed that TS was being marketed around the world.

18 222. The 3 year statute of limitations to take legal action on this infringement started to
 19 run in February 2016, when the Plaintiff learned of the Defendants' infringement.

20 **Act 17**

21 223. Defendants Spacey's and Brunetti's actions (detailed in the 3 preceding paragraphs
 21 under the heading "Act 16") infringed on the Plaintiff's exclusive copyrights of his
 22 screenplay *Butterfly Driver*, posted on the TS website in 2007, as the Defendants' actions
 23 violated the Plaintiff's exclusive right to distribute his work, under section 17 USC § 106.

24 **STATEMENT OF INJURY**

25
 26 224. Among the injuries caused by the Defendants' actions were (1) the misappropriation
 27 of Plaintiff's work; (2) the infringement of the Plaintiff's copyright —by a foreign actor
 28 (Blomkamp); (3) a judgement against the Plaintiff in his effort to protect his copyright.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

CIVIL CONSPIRACY

(Against All Defendants)

225. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through 224, as if fully set out herein.

226. Judicial Council of California Civil Jury Instructions states that “A conspiracy is an agreement by two or more persons to commit a wrongful act. **Such an agreement may be made orally or in writing or may be implied by the conduct of the parties.**” Keeping with standard, the Defendants engaged in three (3) conspiracies. While engaged in these conspiracies, the Defendants committed many clear, overt acts.

First Conspiracy

227. To unlawfully enrich themselves, the Defendants conspired to create a social network for screenwriters and filmmakers, with little or no security features. The Defendants would then mislead screenwriters that the website was safe, then the Defendants could access and misappropriate the screenwriters’ work. In the execution of this conspiracy the Defendants took the following overt actions:

1. The Defendants conspired to create a social network website (TS) for screenwriters and filmmakers, a website with effectively no security features.
2. The Defendants conspired to commit fraud and mislead TS member/users that the website had reasonable security features, when it had none.
3. The Defendants conspired to add a anti-security feature that erased all access information if members removed their screenplays.
4. The Defendants conspired to add the anti-security feature in 2007, to erase evidence of their access of the Plaintiff’s script.
5. The Defendants conspired to make the film Elysium, careful not to leak any information about the project .
6. The Defendants conspired to create a *Terms of Use* page that stated the website was intended solely for use in America, but the Defendants repeatedly sent Def Spacey around the globe to recruit members, in violation of the *Terms of Use* agreement.

1	7. Also in violation of the Terms of Use agreement the Defendants secretly advertised
2	TS on international websites like Bud.TV, and other international media outlets.
3	8. While producing <i>Elysium</i> , the Defendants conspired to keep the script an absolute
4	secret, not even allowing Hollywood giants like Jody Foster to take the script home.
5	9. The Defendants (particularly Ari Emanuel, who profited the most from these acts
6	and arrangements) had actors Def Damon and Affleck start a screenwriter/filmmaker
7	website, similar to TS, called Project Greenlight. Not coincidentally, these two
8	websites were created only a month apart; both websites used celebrity endorsers;
9	both websites have been accused of being the <i>access</i> point in major film and TV
10	copyright infringement suits; both of these “stolen” projects were eventually sold to
11	companies with deep connections to Def Emanuel (MRC and Universal Pictures).
12	Second Conspiracy
13	228. Once the Plaintiff realized the Defendants misappropriated his work, he sued.
14	229. In response, the Defendants devised a second conspiracy to prevent the Plaintiff
15	from prevailing in his copyright lawsuit. Their plan involved cheating the Plaintiff and the
16	US federal justice systems. In the execution of this second conspiracy the Defendants took
17	the following actions:
18	1. Rather than hiring an intellectual property attorneys as their expert witness in Briggs
19	v Blomkamp, the Defendants opted to hire a con man named Jeff Rovin; who, two
20	years later, admitted on Fox News’ “The Sean Hannity Show” that he was a “fixer”
21	who worked for President Bill Clinton, where he used his literary skill to create
21	“smear” stories, to attack Clinton critics in tabloid newspapers. Rovin said he came
22	to work for Bill and Hillary Clinton because he was working for another “actor” in
23	the Clinton White House. This <i>actor</i> was surely Rahm Emanuel, the Senior Advisor
24	to the President (Clinton), who is also Defendant Ari Emanuel’s brother;
25	2. During discovery in Briggs v Blomkamp, the Defendants conspired to prevent editor
26	Lee Smith from answering the Plaintiff’s interrogatories;
27	3. The Defendants made false statements in their interrogatory answers, as Simon
28	Kinberg stated that he merely “polished” Def Blomkamp’s script;

4. The Defendants conspired to shut-down and destroy the TS social network 6 days after the Plaintiff filed his Notice Of Appeal;

Third Conspiracy

230. To greatly increase their rate of personal enrichment, the Defendants conspired to break California business, labor and ethics codes. Breaking these codes caused an erosion in the Defendants' business practices, causing them to act recklessly and negligently. In the execution of this second conspiracy the Defendants took the following negligent actions:

1. The Defendants conspired to commit to invest over \$100,000,000 to make the film Elysium, without reading a script.
2. The Defendants conspired to create an arrangement where Universal Pictures, or its parent or its subsidiaries, would finance and/or distribute any project Def Ari Emanuel brought to Universal Pictures—even unlawfully acquired projects.
3. The Defendants conspired to engage in inappropriate business relationships, such as Def Emanuel and Sony Pictures CEO Michael Lynton co-owning Screenbid, and Defendant Emanuel co-owning MRC (violating Cal Labor Code 1700.39).

231. In these actions the Defendants willfully, with disregard for the Plaintiff's rights, and with disregard for the law, engaged in one or more conspiracies.

232. The Plaintiff was injured as a direct, foreseeable and proximate consequence of the Defendants' actions, in an amount to be determined at trial.

SECOND CLAIM FOR RELIEF SPOILIATION OF EVIDENCE (Against All Defendants)

233. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through 232, as if fully set out herein.

234. California Civil Jury Instructions (CACI) (2017) 204 makes willful suppression or destruction of evidence unlawful, stating: **"You may consider whether one party intentionally concealed or destroyed evidence. If you decide that a party did so, you may decide that the evidence would have been unfavorable to that party."** Similarly, 18 U.S. Code § 1519 makes it unlawful to destroy evidence—even in **anticipation or contemplation** of a legal action.

235. The Defendants engaged in spoliation of evidence by closing and destroying their

1 social network, TS (TriggerStreet.com). Although the Defendants knew the website was the
 2 central access point of an ongoing legal case, they closed the site 6 days after the Plaintiff
 3 filed his Notice Of Appeal.

4 236. The Defendants willfully, maliciously, with wrongful intent to harm the Plaintiff,
 5 and with disregard for the law, acted to violate the law and conceal and destroy evidence.

6 237. The Plaintiff was injured as a consequence of the Defendants' actions, in an
 7 amount to be determined at trial, in accordance with prevailing compensatory and/or
 8 punitive damages guideline.

9 **THIRD CLAIM FOR RELIEF**

10 **BREACH OF CONTRACT**

11 Violating California Code, Civil Code § 3294

12 **(Against Defendants Kevin Spacey and Dana Brunetti)**

13 238. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
 14 237, as if fully set out herein.

15 239. In joining the TS (TriggerStreet) social network, the plaintiff entered into a contract
 16 with Defendant Spacey and Brunetti. By repeatedly travelling abroad to places like London
 17 and Barcelona to market TS, the Defendants breached the TS "Terms of Use" contract,
 18 which stated the site was made **solely for use in the USA**. The Defendants furthered
 19 breached this contract by secretly advertising the TS social network on various media
 20 outlets, like Bud.TV. In these actions the Defendants committed numerous contractual
 21 breaches, in violation of California Civil Code § 3294.

22 240. The Plaintiff was injured as a consequence of the Defendants' actions, in an
 23 amount to be determined at trial.

24 **FOURTH CLAIM FOR RELIEF**

25 **FRAUD / INTENTIONAL MISREPRESENTATIONS**

26 Violating California Civ. Code § 1572

27 **(Against Defs Satchu, Wiczuk, MRC II Dist Co LP, Blomkamp, Spacey, Brunetti)**

28 241. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
 29 240, as if fully set out herein.

30 242. The Defendants produced contracts in which the Defendants made claims that they
 31 purported as true. The Defendants knew these claims were false. The Defendants intended

1 for the Plaintiff, and others, to rely on their representations. The Plaintiff relied on the
 2 Defendants' claims. The Plaintiff was harmed by the Defendants' false representations. The
 3 Plaintiff's reliance on the Defendants' false representation was a substantial factor in the
 4 Plaintiff's harm. In these actions, the Defendants committed fraud, intentional
 5 misrepresentation, and fraudulent omission, in violation of Cal Civ. § 1572.

6 243. The Plaintiff was injured as a consequence of the Defendants' actions, in an
 7 amount to be determined at trial.

8 **FIFTH CLAIM FOR RELIEF**

9 **DECEIT**

Violating California Civ. Code §§ 1709 & 1710

10 **(Against Defs MRC II Dist Co LP, Blomkamp, Spacey, Brunetti, Wiczzyk, and Satchu)**

11 244. The Plaintiff hereby realleges and incorporates by reference paragraphs 1 through
 12 243, as if fully set out herein.

13 245. In their numerous acts of Deceit, detailed herein, the Defendants (1) suggested as
 14 fact things that were not true and that they did not believe to be true; (2) asserted as fact,
 15 that which was not true, which they had no reasonable ground for believing to be true; (3)
 16 suppressed facts which they were bound to disclose it, and gave information of other facts
 17 which were likely to mislead. In these actions the Defendants engaged in Deceit, in
 18 violation of California Civ. Code §§ 1709 and 1710.

19 246. The Plaintiff was injured as a consequence of the Defendants' actions, in an
 20 amount to be determined at trial.

21 **SIXTH CLAIM FOR RELIEF**

21 **CONCEALMENT**

Violating California Civ. Code § 1709

22 **(Against Defendants MRC II Distribution Company LP, Blomkamp, Spacey, Brunetti)**

23 247. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
 24 246, as if fully set out herein.

25 248. The Defendants engaged in numerous acts of Concealment (e.g. during discovery in
 26 Briggs v Blomkamp, witnesses and agents for the Defendants intentionally failed to disclose
 27 certain facts that were known only to them, which the Plaintiff could not have discovered),
 28 in violation of California Civ. Code § 1709.

1	249. The Plaintiff was injured as a consequence of the Defendants' actions, in an
2	amount to be determined at trial.
3	SEVENTH CLAIM FOR RELIEF
4	<u>NEGLIGENCE</u>
5	Violating Cal. Civ. Code § 1714(a)
6	(Against All Defendants)
7	250. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
8	249, as if fully set out herein.
9	251. The Defendants engaged in a variety of negligent business practices, in violation of
10	Cal. Civ. Code § 1714(a). The Plaintiff was harmed by the Defendants' negligence. The
11	Defendants' negligence was a substantial factor in causing the Plaintiff's harm.
12	252. The Plaintiff was injured as a consequence of the Defendants' actions, in an
13	amount to be determined at trial.
14	EIGHTH CLAIM FOR RELIEF
15	<u>GROSS NEGLIGENCE</u>
16	Violating Cal. Civ. Code § 1714(a)
17	(Against All Defendants)
18	253. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
19	252, as if fully set out herein.
20	254. Through their actions as engaging in prohibited business relationships, and failing
21	to read the screenplay before buying its rights, the Defendants engaged in grossly negligent
22	business practices. The Plaintiff was harmed by the Defendants' gross negligence. The
23	Defendants' gross negligence was a substantial factor in causing the Plaintiff's harm. The
24	Defendants actions were in violation of Cal. Civ. Code § 1714(a).
25	255. The Plaintiff was injured as a consequence of the Defendants' actions, in an
26	amount to be determined at trial.
27	NINTH CLAIM FOR RELIEF
28	<u>VIOLATING CALIFORNIA LABOR CODE § 1700.39</u>
	(Against Emanuel, Block, MRC II Dist Co lp, Universal City Stu llc, Sony Pictures Ent Inc)
	256. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
	255, as if fully set out herein.
	257. The Defendants violated CALIFORNIA LABOR CODE SECTION 1700.39,

1 which states, "No talent agency shall divide fees with an employer, an agent or other
 2 employee of an employer." Defendant Ari Emanuel represented *Elysium*'s star Def Matt
 3 Damon, and represented writer/director Def Neill Blomkamp. Defendant Ari Emanuel is
 4 also an owner of MRC (the employer of Defs Blomkamp and Damon for the making of
 5 *Elysium*). Thus, Emanuel divided fees as an agent and employer. In so doing the
 6 Defendants violated California Labor Code 1700.39.

7 258. The Plaintiff was injured as a consequence of the Defendants' actions, in an
 8 amount to be determined at trial.

9 **TENTH CLAIM FOR RELIEF**
 10 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
 11 **[CAL BUS & PROF CODE§ 17200, ET SEQ.]**

12 **(Against Defendants Emanuel, Block, MRC II Dist Co LP, Sony Pictures Ent Inc)**

13 259. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
 14 258, as if fully set out herein.

15 260. Def Emanuel and Def Block, while acting as the CEOs of WME and Miramax,
 16 respectively, secretly entered into a private business partnership with Sony Pictures
 17 Entertainment's CEO Michael Lynton, as co-owners of Screenbid, a business that said
 18 Defendants then used as a subcontractor for WME, Miramax, and Sony Picture Ent. In
 19 these actions the Defendants violated the California's Unfair Business Practices Act [Cal
 20 Bus & Prof Code§ 17200, Et Seq.]. Further, these arrangements contributed to the negligent
 21 culture that lead to the Defendants' misappropriation of the Plaintiff's work.

22 261. The Plaintiff was injured as a consequence of the Defendants' actions, in an
 23 amount to be determined at trial.

24 **ELEVENTH CLAIM FOR RELIEF**
 25 **WITNESS TAMPERING**

26 **(Against Defs Emanuel, Block, Blomkamp, MRC II Dist Co lp,, Sony Pictures Ent Inc)**

27 262. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
 28 261, as if fully set out herein.

263. California Civil Jury Instructions (CACI) (2017) 204 makes willful suppression of
 of evidence unlawful; stating: "You may consider whether one party intentionally concealed or
 destroyed evidence. If you decide that a party did so, you may decide that the evidence would have

1 **been unfavorable to that party.”** In such actions as (1) hiring a professional “fixer” to provide
 2 a falsified expert witness report, and (2) proffering a discovery statement from writer
 3 Simon Kinberg stating that he merely “polished” Def Blomkamp’s screenplay—when the
 4 online film communication records show Kinberg performed a massive reworking of the
 5 screenplay— the Defendants willfully engaged in witness tampering.

6 264. The Plaintiff was injured as a consequence of the Defendants’ actions, in an
 7 amount to be determined at trial.

8 **TWELFTH CLAIM FOR RELIEF**
 9 **INFRINGING EXPORTATION**
 10 Violating 17 USC § 602(a)(2)
 11 **(Against Defendants Spacey and Brunetti)**

12 265. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
 13 264, as if fully set out herein.

14 266. By marketing and making the Plaintiff’s work available around the world on the TS
 15 social network website, without the Plaintiff’s consent, Defendants Spacey and Brunetti
 16 committed Infringing Exportation of the Plaintiff’s copyrighted work, under 17 USC §
 17 602(a)(2); thereby violating the Plaintiff’s exclusive right to distribute his copyrighted work
 18 under 17 USC 106(3), enforceable under 17 USC § 501(a): Copyright Infringement.

19 267. The Plaintiff was injured as a consequence of the Defendants’ actions, in an
 20 amount to be determined at trial.

21 **THIRTEENTH CLAIM FOR RELIEF**
 22 **COPYRIGHT INFRINGEMENT**
 23 Under 17 USC § 501(a)
 24 **(Against Defendants Spacey and Brunetti)**

25 268. The Plaintiff hereby realleges, and incorporates by reference, paragraphs 1 through
 26 267, as if fully set out herein.

27 269. By marketing and making the Plaintiff’s work available around the world on the TS
 28 social network website, without the Plaintiff’s consent, Defs Spacey and Brunetti infringed
 on the Plaintiff’s exclusive right to distribute his work, violating 17 USC § 501(a).

27 270. The Plaintiff was injured as a consequence of the Defendants’ actions, in an amount
 28 to be determined at trial.

PRAYER FOR RELIEF:

WHEREFORE, Plaintiff prays for a judgment against the Defendants as follows:

1. For general damages in an amount according to proof at the time of trial;
2. For exemplary damages;
3. For special damages in an amount according to proof at trial;
4. For restitution and disgorgement of all profits (estimated at \$850,000,000—which represents all projected profits the Defendants will realize from the misappropriation of the Plaintiff's work; see p19, para 2) for the Plaintiff, consistent with US copyright remedies;
5. For Plaintiff's cost of this lawsuit and reasonable attorney's fees;
6. For such injunctions and additional relief the Court may deem proper.

DATED: January 2st, 2018

Respectfully Submitted,

By: /s/ Steve Wilson Briggs

Steve Wilson Briggs

Plaintiff In Propria Persona

Case 3:18-cv-04952-VC Document 27-2 Filed 10/29/18 Page 180 of 182

EXHIBIT 6

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STEVE KENYATTA WILSON BRIGGS,
Plaintiff,

v.

UNIVERSAL PICTURES, et al.,
Defendants.

Case No. 17-cv-06552-VC

ORDER DISMISSING CASE

Re: Dkt. No. 69

Steve Wilson Briggs has not met his burden of establishing that he properly served either Dana Brunetti or Kevin Spacey. He has provided no information to suggest that the purported agents he served – or at least attempted to serve – were in fact authorized either "by appointment or by law to receive service of process" for Spacey and Brunetti. Fed. R. Civ. P. 4(e)(2)(C). The fact that Todd Rubenstein of Morris Yorn Barnes Levine Krintzman Rubenstein Kohner & Gellman has represented Spacey in other actions is not evidence Rubenstein or Morris Yorn is authorized to accept service for Spacey. Likewise, the fact that Matt DelPiano of Creative Artists Agency is Dana Brunetti's talent agent does not suggest that DelPiano or Creative Artists Agency is authorized to accept service for Brunetti.

Moreover, even if Todd Rubenstein or Matt DelPiano were agents to Spacey or Brunetti, Briggs has not provided evidence to suggest that process was personally delivered to either DelPiano or Rubenstein, as would be required under either Federal Rule of Civil Procedure 4(e)(2)(C) or California law. *See* Dkt. Nos. 46-47. Nor has he provided evidence that Morris Yorn or Creative Artists Agency were properly served under either Federal Rule of Civil Procedure 4(h)(1)(B) or California law. *Id.*

Briggs has not shown good cause for his failure to properly serve Spacey and Brunetti. *See* Fed. R. Civ. P. 4(m). Inadvertent failure to comply with Rule 4 does not constitute good cause. *See Townsel v. Contra Costa County*, 820 F.2d 319, 320 (9th Cir. 1987). Moreover, there is no indication that Spacey or Brunetti have actually learned of this suit. *See Boudette v. Barnette*, 923 F.2d 754, 756 (9th Cir. 1991). The Court declines to otherwise extend the time for service of process. Thus, all counts against Brunetti and Spacey are dismissed without prejudice.

There are no federal claims asserted against any of the remaining defendants, and the Court declines to exercise supplemental jurisdiction on the state-law claims. *See* 28 U.S.C. § 1367(c)(3). Thus, these remaining claims are also dismissed without prejudice.

IT IS SO ORDERED.

Dated: April 25, 2018



VINCE CHHABRIA
United States District Judge

1
2
3
4
5
6
7
8
9
10
11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 STEVE WILSON BRIGGS,
14
15 Plaintiffs,

16 v.

17 KEVIN SPACEY; ARI (ARIEL);
18 EMANUEL; MATT DAMON; BEN
19 AFFLECK; NBC UNIVERSAL
20 MEDIA, LLC; SONY PICTURES ENT
21 INC.; TRIGGER STREET
22 PRODUCTIONS; NEILL
23 BLOMKAMP; ASIF SATCHU;
24 MORDECAI (MODI) WICZYK;
25 WILLIAM (BILL) BLOCK; DANA
26 BURNETTI; SOUND POINT CAPITAL
27 MANAGEMENT, LC; MRC (and all
28 MRC entities and subs.),

Defendants.

Case No: 3:18-cv-04952-VC
Related Case No. 3:17-CV-6552-VC

[Hon. Vince Chhabria]

**[PROPOSED] ORDER GRANTING
DEFENDANT TRIGGER STREET
PRODUCTIONS, INC.'S MOTION
TO DISMISS FIRST AMENDED
COMPLAINT PURSUANT TO FED. R.
CIV. P. 12(B)(6) AND/OR 9(B)**

*[Filed concurrently with Notice of
Motion and Motion to Dismiss;
Request for Judicial Notice; and
Declaration of A. Alexander Lowder]*

Date: December 6, 2018

Time: 10:00 a.m.

Crtrm.: 4

1 Defendant Trigger Street Productions, Inc. moved to dismiss Plaintiff Steven
2 Wilson Briggs's Complaint. The Court having considered the motion and
3 supporting papers, any opposition, reply, or other submission of the parties, the
4 arguments by counsel, and other material properly before the Court, and for
5 GOOD CAUSE shown, grants the motion to dismiss and ORDERS:

6 1. The First Claim for Relief is dismissed without leave to amend as to
7 Defendant Trigger Street Productions, Inc.

8 2. The Second Claim for Relief is dismissed without leave to amend as
9 to Defendant Trigger Street Productions, Inc.

10 3. The Third Claim for Relief is dismissed without leave to amend as to
11 Defendant Trigger Street Productions, Inc.

12 4. The Fourth Claim for Relief is dismissed without leave to amend as to
13 Defendant Trigger Street Productions, Inc.

14 5. The Fifth Claim for Relief is dismissed without leave to amend as to
15 Defendant Trigger Street Productions, Inc.

16 6. The Sixth Claim for Relief is dismissed without leave to amend as to
17 Defendant Trigger Street Productions, Inc.

18 7. The Seventh Claim for Relief is dismissed without leave to amend as
19 to Defendant Trigger Street Productions, Inc.

20 8. The Eighth Claim for Relief is dismissed without leave to amend as to
21 Defendant Trigger Street Productions, Inc.

22 9. The Ninth Claim for Relief is dismissed without leave to amend as to
23 Defendant Trigger Street Productions, Inc.

24 10. The Tenth Claim for Relief is dismissed without leave to amend as to
25 Defendant Trigger Street Productions, Inc.

26 ///

27 ///

IT IS SO ORDERED.

Dated: _____

HONORABLE VINCE CHHABRIA
UNITED STATES DISTRICT JUDGE

Steve Wilson Briggs
 4322 Chico Ave.,
 Santa Rosa, CA 95407
 510 200 3763
 snc.steve@gmail.com
 PLAINTIFF In Propria Persona

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

STEVE WILSON BRIGGS
 Plaintiff,
 vs
 KEVIN SPACEY; et al

Civ No: 18-cv-04952-VC
 SUPPLEMENTAL CERTIFICATION OF
 SERVICE: PROOF SUMMONS WAS
 SERVED ON DEFENDANTS TRIGGER
 STREET PRODUCTIONS, INC. (TSP),
 AND SOUND POINT CAPITAL
 MANAGEMENT, ON 09/17/2018; AND
 SERVED ON DEFENDANTS SPACEY,
 BRUNETTI AND TSP, ON 09/27/2018, IN
 THE FORM OF SIGNED RETURN
 RECEIPTS FROM CERTIFIED MAIL
 SERVICE OF DEFENDANTS;
 COMPLIANT WITH CCP § 417.20

SUPPLEMENTAL CERTIFICATION OF SERVICE:
 PROOF SUMMONS WAS SERVED ON DEFENDANTS TRIGGER STREET
 PRODUCTIONS, INC. (TSP), AND SOUND POINT CAPITAL MANAGEMENT, ON
 09/17/2018; AND SERVED ON DEFENDANTS SPACEY, BRUNETTI AND TSP, ON
 09/27/2018, IN THE FORM OF SIGNED RETURN RECEIPTS FROM CERTIFIED
 MAIL SERVICE OF DEFENDANTS; COMPLIANT WITH CCP § 417.20

On October 25, 2018, the Plaintiff submitted to the Clerk a Request For Entry Of Default;
 however, the Plaintiff neglected to submit to this Court a copy of the signed return receipts to verify
 that service was executed on these out-of-state Defendants, in compliance with CCP § 417.20.
 Therefore the Request was denied. The Plaintiff apologizes for any wasted time and energy this
 oversight may have caused the Court, the Clerk, or the Clerk's office.

1 This filing is to verify for the Court that all out-of-state parties have been served in
 2 compliance with § 417.20. Since serving the out-of-state Defendants required two separate
 3 service efforts (one on September 17, 2018, the other on September 27, 2018), the details and
 4 supplemental proof of service (signed return receipts) are provided under two separate headings.

5
 6 PROOF FROM 09/17/2018 SERVICE OF PROCESS:

7 Signed Return Receipts From TSP & Soundpoint

8 On September 17, 2018, Morgan Marchbanks served out-of-state Defendants Kevin
 9 Spacey, Dana Brunetti, Trigger Street Productions, Inc., and Sound Point Capital
 10 Management, by sending the summons, complaint and other legal documents via the United
 11 States Postal Service, certified mail, with return receipt requested, as required for service of
 12 process for out of state Defendants. Dr. Marchbanks signed a declaration outlining the details of
 13 this service of these Defendants, which the Plaintiff subsequently submitted to the Court.

14 Approximately a week after Dr. Marchbanks' 09/17/2018 service via mail, Defendants
 15 Trigger Street Productions, Inc.'s (TSP) and Sound Point Capital Management's signed return
 16 receipts arrived in the mail. [See Exhibit A, the signed certified mail return receipts, as required by
 17 CA CCP SECTION 417.20; and [See Exhibit B, the reverse side of same signed return
 18 receipts]. Although Defendants Spacey and Brunetti (or their agent) did not respond to Dr.
 19 Morgan Marchbanks on this particular service attempt (09/17/2018), they would, however,
 20 respond to her second service of process attempt, made on September 27, 2018.

21 The Certified Mail Receipts for these four service parcels is attached a Exhibit C.

22 PROOF FROM 09/27/2018 SERVICE OF PROCESS:

23 Signed Return Receipts From Defs Spacey, Brunetti & Sound Point Capital

24 On September 27, 2018, Dr. Morgan Marchbanks once again served out-of-state
 25 Defendants Kevin Spacey, Dana Brunetti and Trigger Street Productions, Inc. Since the
 26 Plaintiff was concerned about the Defendants many rumoured, purported and registered
 27 addresses, and the possibility the Defendants might attempt somehow to deny valid service, the
 28 Plaintiff resolved to serve these three Defendants at least two more times and ways, on their most

1 credible out-of-state address(s). Thus the Plaintiff asked Dr. Marchbanks to send two envelopes
 2 containing summons, complaint, etc., to the Defendants' address(s), or their agent's address(s),
 3 specified in Dr. Marchbanks service of process declaration, and via the United States Postal
 4 Service, certified mail, with return receipt requested, as required under CCP 415.20 for service of
 5 process for out of state Defendants. Approximately a week after Dr. Marchbanks' 09/27/2018
 6 service via mail, Defendants Kevin Spacey's, Dana Brunetti's and TSP's signed return receipts
 7 arrived in the mail. [See Exhibit D, signed certified mail return receipts for Spacey, Bruneti, and
 8 TSP, as required by CA CCP SECTION 417.20]; and [See Exhibit E, the reverse side of same
 9 signed return receipts]. A second return receipt came for Defendant Brunetti, and an unsigned but
 10 returned receipt also came for Defendant Spacey. [See Exhibits F and G, signed front, and back,
 11 respectively]. All of the return receipts sent % these Defendants' registered agent were signed and
 12 returned.

13 The Certified Mail Receipts for these four service parcels is attached a Exhibit H.

14 Note:

15 The Court should observe that the numbers printed on the left base of the signed face of the
 16 return receipts, and the numbers printed horizontally on the left edge of the Certified Mail Receipts,
 17 precisely conform to the numbers printed horizontally on the left edge of the Certified Mail
 18 Receipts attached to the respective declarations of Morgan Marchbanks.

19
 20 Dated: 10/29/2018 Signed: /s/ Steve Wilson Briggs

21 Plaintiff, In Propria Persona
 21
 22
 23
 24
 25
 26
 27
 28

EXHIBIT

A

Case 3:18-cv-04952-MC Document 26 Filed 10/29/18 Page 5 of 19

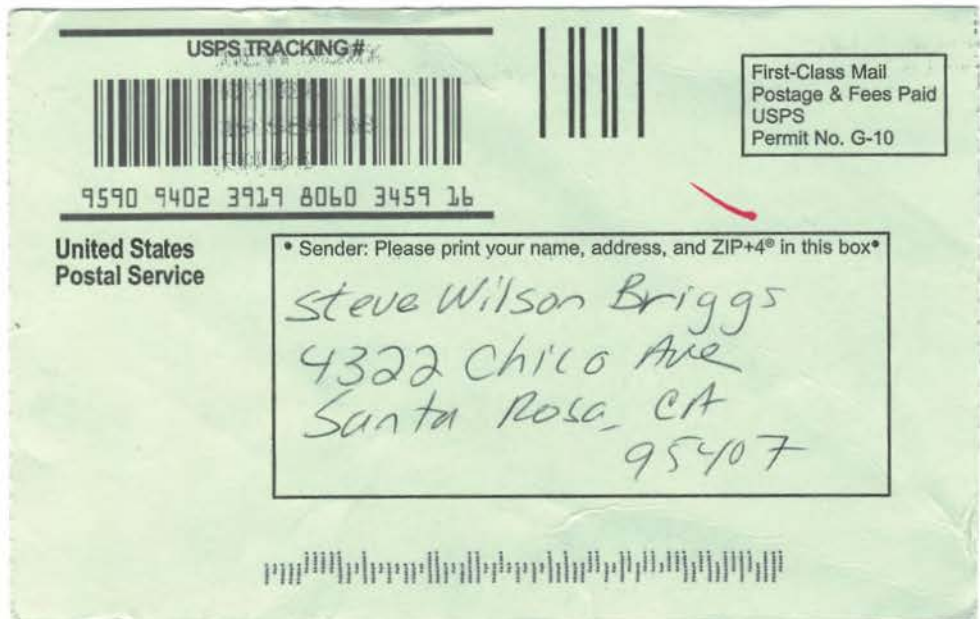
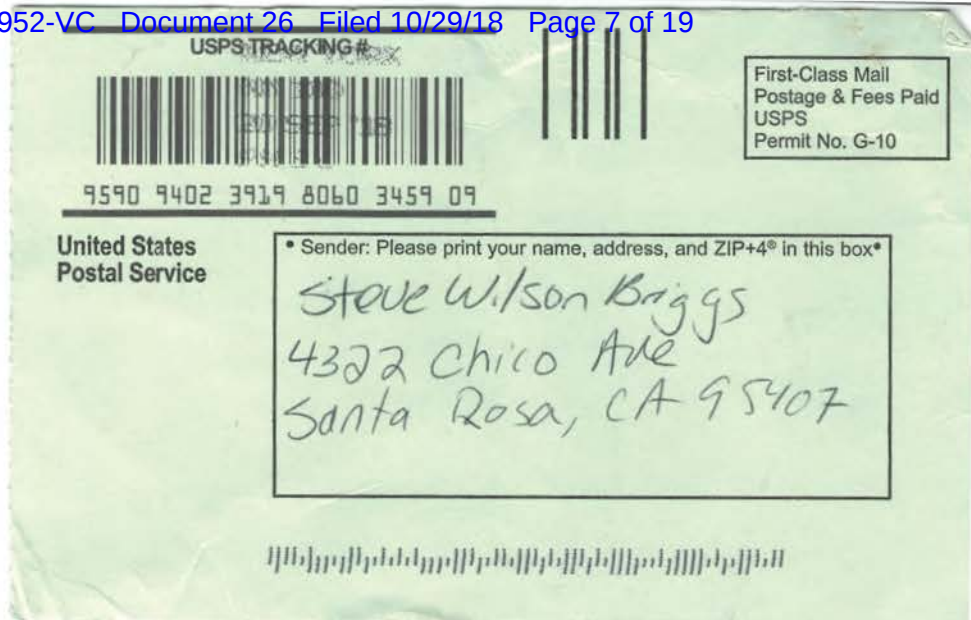
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Trigger Street Prods 200 Park Ave South NY NY 10003 8th Floor</p> <p>9590 9402 3919 8060 3459 09</p> <p>2. Article Number (Transfer from service label)</p> <p>7018 0360 0002 1269 7255</p>		<p>A. Signature</p> <p>X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>9/19/18</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>			
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Sound Point Capital Management 375 Park Avenue, 33rd Floor New York NY 10152</p> <p>9590 9402 3919 8060 3459 16</p> <p>2. Article Number (Transfer from service label)</p> <p>7018 0360 0002 1269 7224</p>		<p>A. Signature</p> <p>X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>9/19</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>			
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

EXHIBIT

B

Case 3:18-cv-04952-VC Document 26 Filed 10/29/18 Page 7 of 19



EXHIBIT

C

Case 3:18-cv-04952-VC Document 26 Filed 10/29/18 Page 9 of 19

7018 0360 0002 1269 7224

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10152

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$2.75

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$17.30

Total Postage and Fees \$23.50

Sent To Sound Point Capital Mgmt
375 Park Ave, 33rd Floor
City, State, ZIP+4® NY, NY 10152

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0360 0002 1269 7248

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$2.75

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$17.30

Total Postage and Fees \$23.50

Sent To Kevin Spicy
200 Park Ave. South, 8th Floor
City, State, ZIP+4® NY, NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0360 0002 1269 7262

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$2.75

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$17.30

Total Postage and Fees \$23.50

Sent To Dena Brunetti
200 Park Ave. South, 8th Floor
City, State, ZIP+4® NY, NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 0360 0002 1269 7255

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$2.75

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$17.30

Total Postage and Fees \$23.50

Sent To Trigger Street Productions
200 Park Ave. South, 8th Floor
City, State, ZIP+4® NY, NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT

D

Case 3:18-cv-04952-VC Document 26 Filed 10/29/18 Page 11 of 19

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kevin Spacey
c/o Frank Selvaggi
200 Park Ave South
8th Floor
NY NY 10003



9590 9402 3919 8060 3462 89

2. Article Number (Transfer from service label)

7018 0360 0002 1269 6258

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Saver Buendia

C. Date of Delivery

10/1/18

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dana Brunetti
c/o Frank Selvaggi
200 Park Ave. South
8th Floor
New York, NY 10003



9590 9402 3105 7124 9631 53

2. Article Number (Transfer from service label)

7018 0360 0002 1269 6210

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Saver Buendia

C. Date of Delivery

10/1/18

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trigger Street Prods, Inc
c/o Frank Selvaggi
200 Park Ave South
8th Floor
New York, NY 10034



9590 9402 3105 7124 9631 46

2. Article Number (Transfer from service label)

7018 0360 0002 1269 6227

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

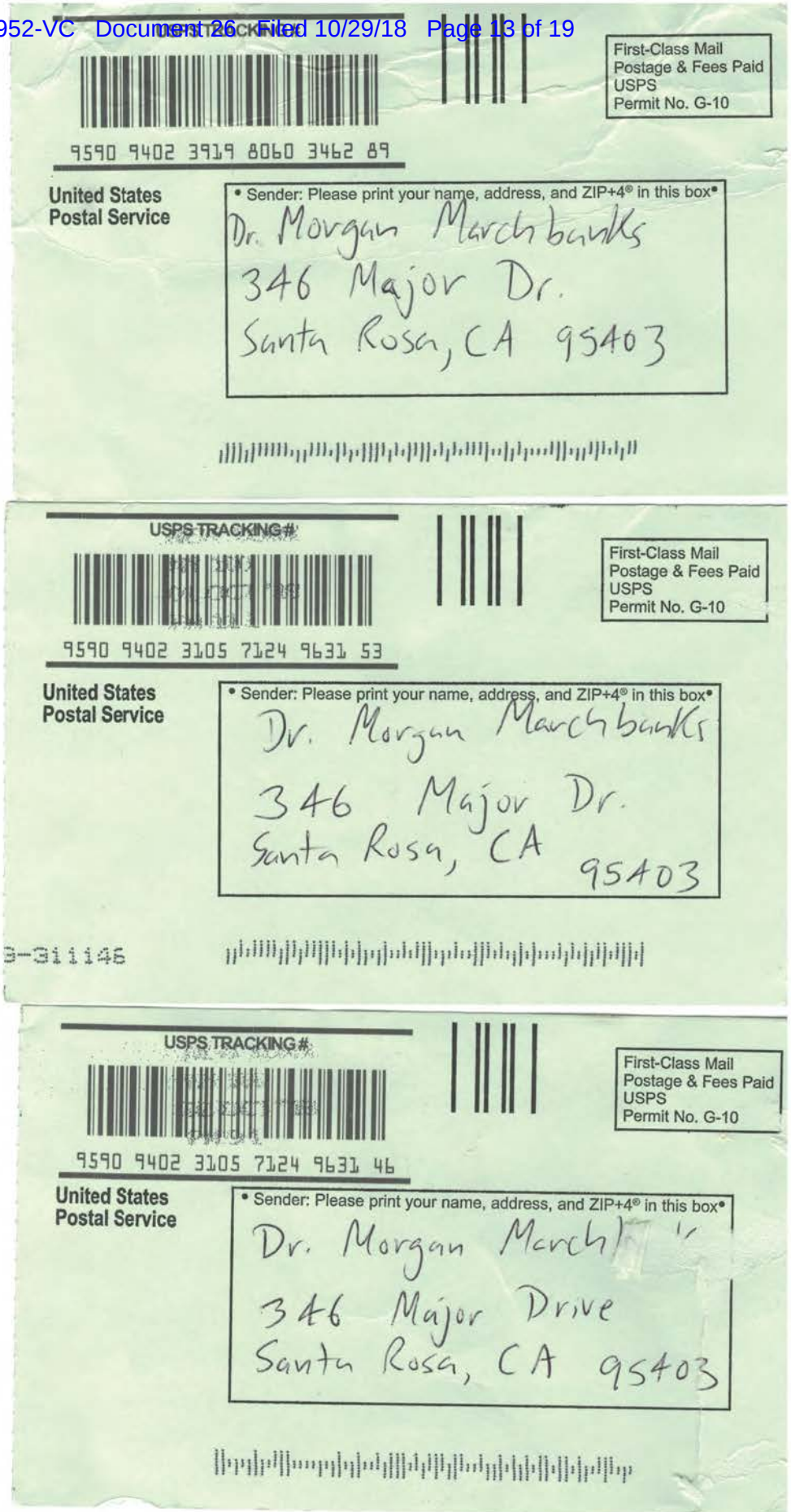
3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

ER 1201

EXHIBIT


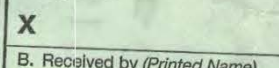
E



EXHIBIT

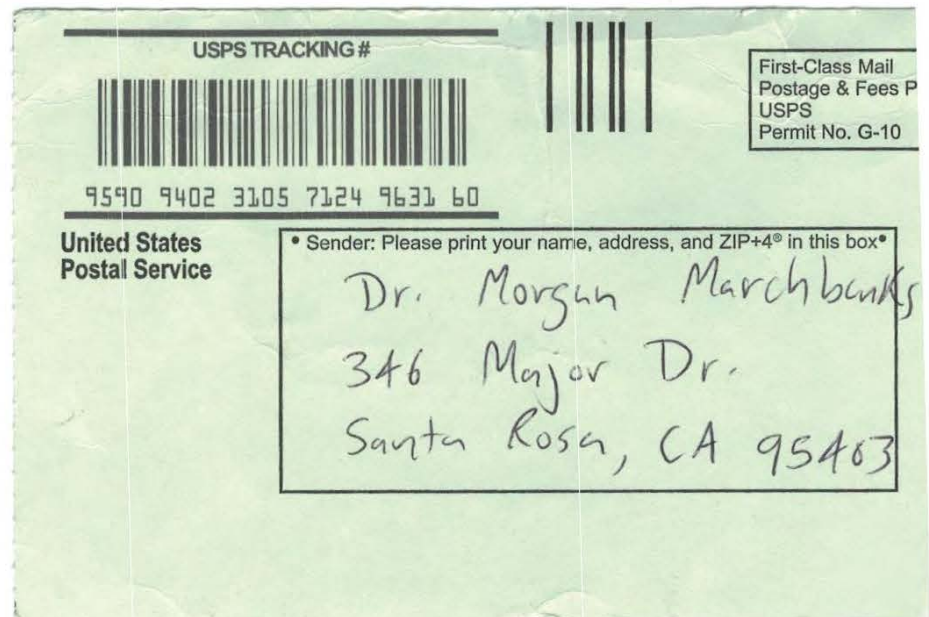
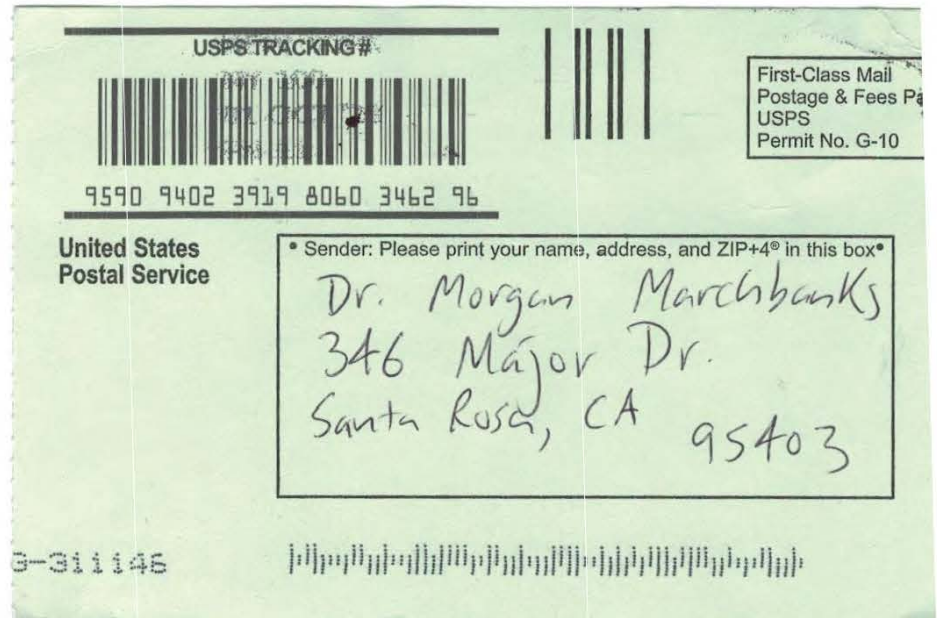
F

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Dana Brunetti 200 Park Ave South 8th Floor New York, NY 10003</p>  <p>9590 9402 3919 8060 3462 96</p>		<p>A. Signature X </p> <p>B. Received by (Printed Name) Savioer Brendo</p> <p>C. Date of Delivery 10/1</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
7018 0360 0002 1269 6241		Domestic Return Receipt	
PS Form 3811, July 2015 PSN 7530-02-000-9053			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Kevin Spacey 120 W 45th St. STE 3601 New York, NY 10036</p>  <p>9590 9402 3105 7124 9631 60</p>		<p>A. Signature X </p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
7018 0360 0002 1269 6203		Domestic Return Receipt	
PS Form 3811, July 2015 PSN 7530-02-000-9053			

EXHIBIT

F



EXHIBIT

G

Case 3:18-cv-04952-VC Document 26 Filed 10/29/18 Page 19 of 19

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10036

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee):
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To Kevin Spacey
Street and Apt. No., or PO Box No. 120 W 45th St, STE 3601
City, State, ZIP+4® New York, NY 10036

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee):
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To Triggerstreet Productions, Inc.
Street and Apt. No., or PO Box No. 200 Park Ave South 8th Fl
City, State, ZIP+4® New York, NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10036

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee):
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To Trigger Street Productions, Inc.
Street and Apt. No., or PO Box No. 120 W 45th St, STE 3601
City, State, ZIP+4® NY NY 10036

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee):
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To Dana Brunetti c/o Frank Salvaggi
Street and Apt. No., or PO Box No. 200 Park Ave South, 8th Fl
City, State, ZIP+4® New York, NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee):
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To Dana Brunetti
Street and Apt. No., or PO Box No. 200 Park Ave South, 8th Floor
City, State, ZIP+4® New York NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee):
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To Kevin Spacey c/o Frank Salvaggi
Street and Apt. No., or PO Box No. 200 Park Ave South, 4th Floor
City, State, ZIP+4® NY NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

1 Steve Wilson Briggs
2 4322 Chico Ave.,
3 Santa Rosa, CA 95407
4 510 200 3763
5 snc.steve@gmail.com
6 PLAINTIFF In Propria Persona
7
8
9
10
11
12
13
14
15
16
17
18
19
20

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Civ No: 18-cv-04952-VC

STEVE WILSON BRIGGS

Plaintiff,

vs

KEVIN SPACEY; et al

DECLARATION OF DR. MORGAN
MARCHBANKS, IN VERIFICATION
AND SUPPORT OF PLAINTIFF'S
SUPPLEMENTAL PROOF OF SERVICE
FILING

DECLARATION OF DR. MORGAN MARCHBANKS, IN VERIFICATION AND
SUPPORT OF PLAINTIFF'S SUPPLEMENTAL PROOF OF SERVICE FILING

My name is Dr. Morgan Marchbanks and I declare the following:

I am over 18, and not a party of this action.

I am a resident of Sonoma County, where the mailing took place.

My address is 346 Major Dr., Santa Rosa, CA 95403.

On September 17th, 2018, I sent four envelopes containing summons, complaint, etc.,
via USPS certified mail, with return receipt requested, to the Defendants in the matter of Briggs v
Spacey et al, named Kevin Spacey, Dana Brunetti, Trigger Street Productions, Inc., and
Sound Point Capital Management. Then again, ten Days later, on September 27, 2018, I sent
six more envelopes containing summons complaint, etc., via USPS certified mail, with return

1 receipt requested, to Defendants in this matter named Kevin Spacey, Dana Brunetti, and Trigger
2 Street Productions, Inc. The address that I sent these certified parcels to are detailed in my two
3 previous service declarations in this matter.

4 I have reviewed the document(s) that I am told that the Plaintiff in this matter, Steve Wilson
5 Briggs, submitted to the Court on October 29, 2018, entitled: "**Supplemental Certification Of**
6 **Service: Proof Summons Was Served On Defendants Trigger Street Productions, Inc.**
7 **(TSP), And Sound Point Capital Management, On 09/17/2018; And Served On**
8 **Defendants Spacey, Brunetti And TSP, On 09/27/2018, In The Form Of Signed Return**
9 **Receipts From Certified Mail Service Of Defendants; Compliant With Ccp § 417.20."**

10 I hereby verify that all of the details in that document (named in bold print above),
11 concerning my service of the Defendants, to be completely accurate with my recollection of events,
12 and consistent with the declarations that I signed previously in this matter.

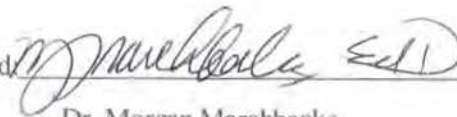
13 Additionally, I reviewed the exhibit attachments attached to that document (named in bold
14 print above), and I hereby verify that all of the exhibit attachments (which are signed return receipts
15 for service, and certified mail receipts) are the same return receipts that I prepared with the USPS
16 postal clerk on September 17, 2018, and/or are the same return receipts that Mr. Briggs pre-filed
17 for me to deliver to the US post office on September 27, 2018, to attach to the parcels at the US
18 post office, and which were subsequently signed by the Defendants or their agents, and returned,
19 via USPS mail, to my address, which I later returned to Mr. Briggs.

20 I declare under penalty of perjury under the laws of the United States of America that the
21 foregoing is true and correct.

22

23 Dated: 10/29/2018

Signed



Dr. Morgan Marchbanks

24

25

26

27

28

Case 3:18-cv-04952-VC Document 25 Filed 10/26/18 Page 1 of 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
450 Golden Gate Avenue
San Francisco, CA 94102

www.cand.uscourts.gov

Susan Y. Soong
Clerk of Court

General Court Number
415-522-2000

October 26, 2018

RE: Briggs v. Spacey
18-cv-04952-VC

Default is declined as to Kevin Spacey, Trigger Street Productions and Dana Brunetti on October 26, 2018.

Susan Y. Soong, Clerk



by: Felicia Brown
Case Systems Administrator
415-522-2000

Steve Wilson Briggs
 4322 Chico Ave.,
 Santa Rosa, CA 95407
 510 200 3763
 snc.steve@gmail.com
 PLAINTIFF In Propria Persona

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

STEVE WILSON BRIGGS

Plaintiff,

vs

KEVIN SPACEY, et al

Civ No: 18-cv-04952-VC

**REQUEST FOR ENTRY OF DEFAULT
 [CORRECTED/AMENDED]**

REQUEST FOR ENTRY OF DEFAULT

TO: the CLERK of the U. S. District Court Northern District Of California.

Pursuant to FRCP 55(a), Plaintiff Steve Wilson Briggs, hereby requests that the Clerk of the United States District Court Northern District Of California enter default in this matter against Defendants **Kevin Spacey, Dana Brunetti, and Trigger Street Productions, Inc.**, on the grounds that these Defendants did not respond to the Complaint within the time limits prescribed by the Federal Rules of Civil Procedure, Rule 55(a).

- The summons in this matter was issued on August 15, 2018.
- In the summons the Court gave the defendants a fixed 21 days to answer.
- The summons and **complaint** were served on these Defendants on September 17, 2018.
- The Defendants have not answered with motion or any other responsive pleading within the time limit fixed by the court. The Defendants are not known to be in the

1	military service, as required by 50 U.S.C. app. Section 520.
2	
3	Dated: <u>10/25/2018</u> Signed: <u>/s/ Steve Wilson Briggs</u>
4	Plaintiff, In Propria Persona
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
21	
22	
23	
24	
25	
26	
27	
28	

1 Steve Wilson Briggs
2 4322 Chico Ave.,
3 Santa Rosa, CA 95407
4 510 200 3763
5 snc.steve@gmail.com
6 PLAINTIFF In Propria Persona
7
8
9

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Civ No: 18-cv-04952-VC

STEVE WILSON BRIGGS
Plaintiff,
vs
KEVIN SPACEY; et al

**CERTIFICATION OF SERVICE
OF "REQUEST FOR ENTRY OF
DEFAULT"
AND DECLARATION OF
CECILE LUSBY**

**CERTIFICATION OF SERVICE OF "REQUEST FOR ENTRY OF DEFAULT"
AND DECLARATION OF CECILE LUSBY**

My name is Cecile Lusby, and I declare the following:

1. I am over 18, and not a party of this action.
2. I am a resident of Sonoma County, where the mailing took place.
4. My address is 4322 Chico Avenue, Santa Rosa, CA 95407.
5. On **October 25, 2018**, I mailed three (3) envelopes (separately addressed envelopes to three separate parties) from the U.S. Post Office at 2585 Sebastopol Rd., Santa Rosa, California. Each of the three envelopes contained the following documents:
 - a. **Request For Entry Of Default**
 6. The names of the three separately served parties were:
 - a. Kevin Spacey
 - b. Dana Brunetti
 - c. Trigger Street Productions, Inc.

7. I addressed the envelopes to the individual defendants % (care of) **Frank Selvaggi**,
1 who, I am told, is the designated agent for service of process for each of the parties served
2 (Kevin Spacey, Dana Brunetti, Trigger Street Productions, Inc.).

3 8. I served the documents to each of the separate parties, listed above, by enclosing the
4 documents in separate envelopes, with prepaid first-class postage affixed, then depositing
5 the envelopes in the mail drop box of the U.S. Post Office at 2585 Sebastopol Rd., Santa
6 Rosa, California, on October 25, 2018.

7 9. These three (3) individual envelopes were addressed as follows:

8 a. Kevin Spacey
9 % Frank Selvaggi
10 200 Park Avenue South, 8th Floor
11 New York, NY 10003

12 b. Dana Brunetti
13 % Frank Selvaggi
14 200 Park Avenue South, 8th Floor
15 New York, NY 10003

16 c. Trigger Street Productions, Inc.
17 % Frank Selvaggi
18 200 Park Avenue South, 8th Floor
19 New York, NY 10003

20 10. I declare under penalty of perjury under the laws of the United States of America
21 that the foregoing is true and correct.

22 Dated: 10/25/2018

Signed: Cecile Lusby

Cecile Lusby

Steve Wilson Briggs
 4322 Chico Ave.,
 Santa Rosa, CA 95407
 510 200 3763
 snc.steve@gmail.com
 PLAINTIFF In Propria Persona

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

STEVE WILSON BRIGGS

Plaintiff,

vs

KEVIN SPACEY; et al

Civ No: 18-cv-04952-VC

**DECLARATION OF PLAINTIFF
 STEVE WILSON BRIGGS,
 IN SUPPORT OF REQUEST FOR
 ENTRY OF DEFAULT**

**DECLARATION OF PLAINTIFF STEVE WILSON BRIGGS,
 IN SUPPORT OF REQUEST FOR ENTRY OF DEFAULT**

My name is Steve Wilson Briggs, and I declare the following:

1. Service of the the summons and Complaint in this matter was made upon the defendants via certified USPS mail, with return receipt requested, by Dr Morgan Marchbanks, on October 25, 2018.
2. The Defendants have not responded to the summons and complaint with a motion, answer or in any other manner.
3. The Defendants are not juveniles, incompetent, or in the military.

Dated: October 25, 2018

Signed: /s/ Steve Wilson Briggs

Plaintiff, In Propria Persona

1	Steve Wilson Briggs	ORIGINAL FILED OCT - 4 2018 SUSAN Y. SOONG CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA
2	4322 Chico Ave.,	
3	Santa Rosa, CA 95407	
4	510 200 3763	
5	snc.steve@gmail.com	
6	PLAINTIFF In Propria Persona	
7		
8	UNITED STATES DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA	
10		Civ No: 18-cv-04952-VC
11	STEVE WILSON BRIGGS	(FIRST) PROOF OF SERVICE OF SUMMONS AND COMPLAINT, AFFIDAVIT OF DR. MORGAN MARCHBANKS
12	Plaintiff,	
13	vs	
14	KEVIN SPACEY; et al	
15		
16	FIRST PROOF OF SERVICE OF SUMMONS AND COMPLAINT,	
17	AFFIDAVIT OF DR. MORGAN MARCHBANKS	
18	1. I am over 18, and not a party of this action.	
19	2. I am a resident of Sonoma County, where the mailing took place.	
20	3. My name is Dr. Morgan Marchbanks	
21	4. My address is 346 Major Dr., Santa Rosa, CA 95403.	
21	5. On September 17th , 2018, I mailed four envelopes to four separate parties, from the	
22	U.S. Post Office at 2585 Sebastopol Rd., Santa Rosa, California. Each of the four envelopes	
23	contained the following documents:	
24	a. Summons In A Civil Action (2)	
25	b. Complaint	
26	c. Civil Cover Sheet	
27	d. Notice Of Availability Of Magistrate Judge To Exercise Jurisdiction	
28	e. Consent Or Declination To Magistrate Judge Jurisdiction	

1	f. Welcome To The Oakland Divisional Office
2	g. ECF Registration Handout
3	h. Proposed Order Granting Motion For Permission For Electronic Case Filing
4	i. Order Setting Initial Case Management And ADR Deadlines
5	j. Standing Order General (SBA)
6	k. Standing Order For All Judges OF The Northern District Of California
7	l. Standing Order - General (SBA) Patent Case
8	6. The names of the four separately served parties were:
9	a. Kevin Spacey
10	b. Dana Brunetti
11	c. Trigger Street Productions
12	d. Sound Point Capital Management
13	7. I served the documents to each of the separate parties, listed above, by enclosing the
14	documents in separate envelopes and giving the envelope to a U.S. Postal Service clerk at
15	the U.S. Post Office at 2585 Sebastopol Rd., Santa Rosa, California, and paying the clerk to
16	send each of the envelopes "Priority" mail, certified and with return receipt requested, to
17	addresses that are outside of California.
18	7. The four individual envelopes were addressed as follows:
19	1. Trigger Street Productions
20	200 Park Avenue South, 8th Floor
21	New York, NY 10003
21	2. Kevin Spacey
22	200 Park Avenue South, 8th Floor
23	New York, NY 10003
24	3. Sound Point Capital Management
25	375 Park Avenue, 33rd Floor
26	New York, NY 10152
27	4. Dana Brunetti
28	% Cavalry Media

200 Park Avenue South, 8th Floor

New York, NY 10003

8. I am not a professional process server.

9. I was not paid to serve these documents upon the parties.

10. I declare under penalty of perjury under the laws of the United States of America that
the foregoing is true and correct.

Dated: 09/17/2018

Signed: 

Dr. Morgan Marchbanks

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$2.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To *Dana Brunetti*
Street and Apt. No., or PO Box No.
200 Park Ave South, 8th Floor
City, State, ZIP+4®
New York NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$2.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To *Kevin Spacey /o Frank Selvy,*
Street and Apt. No., or PO Box No.
200 Park Ave. South, 8th Floor
City, State, ZIP+4®
NY NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$2.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To *Trigger Street Productions, Inc.*
Street and Apt. No., or PO Box No.
200 Park Ave South 8th Fl
City, State, ZIP+4®
New York NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

NEW YORK, NY 10036

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$2.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To *Trigger Street Productions, Inc.*
Street and Apt. No., or PO Box No.
120 W 45th St, STE 3601
City, State, ZIP+4®
NY NY 10036

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

NEW YORK, NY 10036

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$2.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To *Kevin Spacey*
Street and Apt. No., or PO Box No.
120 W 45th St, STE 3601
City, State, ZIP+4®
New York, NY 10036

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

NEW YORK, NY 10003

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$2.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$7.00

Total Postage and Fees \$13.20

Sent To *Dana Brunetti /o Frank Selvy*
Street and Apt. No., or PO Box No.
200 Park Ave South, 8th Fl
City, State, ZIP+4®
New York, NY 10003

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions


```

-----
ROSELAND
2585 SEBASTOPOL RD
SANTA ROSA
CA
95407-9991
0569960664
09/27/2018 (800)275-8777 5:05 PM
-----
Product          Sale      Final
Description       Qty       Price
-----
PM 2-Day          1         $7.00
Legal FR Env
(Domestic)
(NEW YORK, NY 10036)
(Flat Rate)
(Expected Delivery Date)
(Saturday 09/29/2018)
Certified         1         $3.45
(USPS Certified Mail #)
(70180360000212696203)
Return            1         $2.75
Receipt
(USPS Return Receipt #)
(9590940231057124963160)
PM 2-Day          1         $7.00
Legal FR Env
(Domestic)
(NEW YORK, NY 10003)
(Flat Rate)
(Expected Delivery Date)
(Saturday 09/29/2018)
Certified         1         $3.45
(USPS Certified Mail #)
(70180360000212696210)
Return            1         $2.75
Receipt
(USPS Return Receipt #)
(9590940231057124963153)
PM 2-Day          1         $7.00
Legal FR Env
(Domestic)
(NEW YORK, NY 10003)
(Flat Rate)
(Expected Delivery Date)
(Monday 10/01/2018)
Certified         1         $3.45
(USPS Certified Mail #)
(70180360000212696227)
Return            1         $2.75
Receipt
(USPS Return Receipt #)
(9590940231057124963146)
PM 2-Day          1         $7.00
Legal FR Env
(Domestic)
(NEW YORK, NY 10036)
(Flat Rate)
(Expected Delivery Date)
(Monday 10/01/2018)
Certified         1         $3.45
(USPS Certified Mail #)
(70180360000212696234)
Return            1         $2.75
Receipt
(USPS Return Receipt #)
(9590940231057124963139)
PM 2-Day          1         $7.00
Legal FR Env
(Domestic)
(NEW YORK, NY 10003)
(Flat Rate)
(Expected Delivery Date)
(Monday 10/01/2018)
Certified         1         $3.45
(USPS Certified Mail #)
(70180360000212696241)
Return            1         $2.75

```

Steve Wilson Briggs
 4322 Chico Ave.,
 Santa Rosa, CA 95407
 510 200 3763
 snc.steve@gmail.com
 PLAINTIFF In Propria Persona

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

STEVE WILSON BRIGGS
 Plaintiff,
 vs
 KEVIN SPACEY, et al

Civ No: 18-cv-04952-VC

[PROPOSED] ENTRY OF DEFAULT

[PROPOSED] ENTRY OF DEFAULT

Plaintiff, Steve Wilson Briggs, requests that the clerk of court enter default against defendants Kevin Spacey, Dana Brunetti, and Trigger Street Productions, Inc., pursuant to Federal Rule of Civil Procedure 55(a). As it appears from the record that said defendants have failed to appear, plead or otherwise defend, the default of defendants Spacey, Brunetti and Trigger Street Productions, Inc is hereby entered, pursuant to Federal Rule of Civil Procedure 55(a).

Dated this _____ day of _____, 2018.

 Susan Y. Soong, Clerk of Court

1 Steve Wilson Briggs
2 4322 Chico Ave.,
3 Santa Rosa, CA 95407
4 510 200 3763
5 snc.steve@gmail.com
6 PLAINTIFF In Propria Persona
7
8
9

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Civ No: 18-cv-04952-VC

STEVE WILSON BRIGGS
Plaintiff,
vs
KEVIN SPACEY; et al

**DECLARATION OF NEXUS
ASSOON, REGARDING SERVICE
OF PROCESS OF DEFENDANTS
MRC (MEDIA RIGHTS CAPITAL
AND ALL MRC ENTITIES),
ASIF SATCHU, AND
MORDECAI WICZYK**

**DECLARATION OF NEXUS ASSOON, REGARDING SERVICE OF PROCESS OF
DEFENDANTS MRC (MEDIA RIGHTS CAPITAL AND ALL MRC ENTITIES),
ASIF SATCHU, AND MORDECAI WICZYK**

My name is Nexus Assoon, and I declare the following:

1. I am over 18, and not a party of this action.
2. I am a resident of Los Angeles County, where this service of process took place.
4. My address is 3007 4th Ave., Los Angeles, CA 90018.
5. On **October 19th**, 2018, I attempted to serve summons, Complaint and other legal documents on **Media Rights Capital** (and all MRC entities), **Asif Satchu**, and **Mordecai Wiczky**, by personally delivering said legal documents to Media Rights Capital's headquarters, at **9665 Wilshire Blvd., Beverly Hills, CA 90212**.
6. **HOWEVER**, when I arrived to MRC's headquarters the exterior of the building was under construction and blocked off, although I did not actually see any construction

1 workers. It appeared as if the building was open only to construction workers. When I
 2 circled the building I eventually found a building entry. At the door a security guard greeted
 3 me and asked me where I was going.

4 7. I explained that I was there to serve legal documents to MRC, and MRC's co-CEOs
 5 Asif Satchu and Mordecai Wiczuk.

6 8. The security guard explained that until the building construction project was
 7 complete MRC had moved its headquarters to **1800 Century Park East (10th Fl), Los**
 8 **Angeles CA 90067**. This new address was the address that was given to me, by the Plaintiff
 9 Steve Wilson Briggs, as the second—backup—address to serve these parties (as the Plaintiff
 10 explained that **1800 Century Park East** address is the address that the California Secretary
 11 of State's Business Entity registration designates as the address for service of process). The
 12 Plaintiff further explained that the designated register agent for service of process at this
 13 address, for MRC, was Scott Tenley.

14 9. **HOWEVER**, when I arrived at 1800 Century Park East (10th Fl), Los Angeles CA
 15 90067 (again, the officially designated address for service of process), there was no one at
 16 all on the very large 10th floor to receive me or assist me. There was no door or directory
 17 with the name or words *Scott Tenley*, *MRC*, or *Media Rights Capital*. After about 15
 18 minutes of searching, I encountered a tall, young, caucasian man getting on an elevator, who
 19 volunteered to help find a **manager** to assist me.

20 10. After another 5-7 minutes, the tall man returned with another man (who I assume
 21 was some sort of building or floor manager). This new "manager" was an African American
 21 man of moderate (brown) complexion. I explained to this man that I was looking for **Scott**
 22 **Tenley**, MRC's registered agent for service of process.

23 11. The "manager" had no idea who Scott Tenley was. I explained I was there to
 24 serve documents for MRC, Asif Satchu and Mordecai Wiczuk, and optimally I should give
 25 the documents to Scott Tenley.

26 Once I said the name MRC the "manager" indicated that he knew this company.
 27 The man asked me to follow him to his office. Next to his office was a large room full of
 28 racks and racks of very nice and unusual clothes. The room appeared to be a storage area for

1 movie wardrobe. The man walked to a small desk in the office and wrote down an address.
2 The “manager” then handed me the address and explained that Media Rights Capital (MRC)
3 was no longer located in that building and had moved to the address on the slip of paper in
4 his hand.

5 The address on the slip of paper was **9665 Wilshire Blvd., Beverly Hills, CA**
6 **90212**, which is the MRC headquarters address where I attempted to serve MRC, Satchu
7 and Wiczuk about an hour earlier—which was blocked off by construction barriers, and
8 where the security guard stopped me from entering the building and insisted MRC was no
9 longer located and had moved until the construction project concluded.

10 8. I am not a professional process server.

11 9. I was paid a total of \$500 to serve these documents upon several Defendants in the
12 matter of *Briggs v Spacey, et al*.

13 10. I declare under penalty of perjury under the laws of the United States of America that
14 the foregoing is true and correct.

15
16 Dated: 10/20/2018

Signed: _____

17 
Nexus Assoon

1 Steve Wilson Briggs
2 4322 Chico Ave.,
3 Santa Rosa, CA 95407
4 510 200 3763
5 snc.steve@gmail.com
6 PLAINTIFF In Propria Persona
7
8
9

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Civ No: 18-cv-04952-VC

STEVE WILSON BRIGGS
Plaintiff,
vs
KEVIN SPACEY; et al

**PROOF OF SERVICE
DECLARATION OF NEXUS
ASSOON, REGARDING SERVICE
OF PROCESS OF DEFENDANTS
SONY PICTURES
ENTERTAINMENT, LLC**

**DECLARATION OF NEXUS ASSOON, REGARDING SERVICE OF PROCESS OF
DEFENDANT NBCUNIVERSAL MEDIA, LLC**

My name is Nexus Assoon, and I declare the following:

1. I am over 18, and not a party of this action.
2. I am a resident of Los Angeles County, where this service of process took place.
4. My address is 3007 4th Ave., Los Angeles, CA 90018.
5. On **October 19th**, 2018, I served summons, Complaint and other legal documents on **Sony Pictures Entertainment, Inc.**, by personally delivering said legal documents to the Sony Pictures Entertainment, Inc's stated address for service: 10202 W. Washington Blvd., Culver City CA 90232 (designated in the California Secretary of State's Business Entity statement as the address for service of process).

1 6. The Sony Pictures' agent (whom I gave the legal documents to) stated her name was
 2 **Deborah Ahn**. Deborah Ahn also stated that she was with Sony Pictures' litigation
 3 department.

4 7. Incidentally, when I arrived at the lobby of Sony Pictures' designated service of
 5 process building (10202 W. Washington Blvd., Culver City CA 90232) it was approximately
 6 4:25pm. However, before accepting and receiving the documents, a Sony Pictures' security
 7 personnel, whom I encountered in the building lobby, asked me to wait twenty minutes in
 8 the building lobby, because she alleged that all of the legal and/or service agents were in a
 9 meeting. Thus, I waited the twenty minutes. And at approximately 5pm, Deborah Ahn came
 10 out to the lobby and accepted the documents.

11 8. The documents that I served upon Sony Pictures Entertainment, Inc., by delivering
 12 them to Deborah Ahn, were the following documents:

- 13 a. **Summons** In A Civil Action (2)
- 14 b. **Complaint**
- 15 c. **Civil Cover Sheet**
- 16 d. Notice Of Availability Of Magistrate Judge To Exercise Jurisdiction
- 17 e. Consent Or Declination To Magistrate Judge Jurisdiction
- 18 f. Welcome To The Oakland Divisional Office
- 19 g. ECF Registration Handout
- 20 h. Proposed Order Granting Motion For Permission For Electronic Case Filing
- 21 i. Order Setting Initial Case Management And ADR Deadlines
- 21 j. Standing Order General (SBA)
- 22 k. Standing Order For All Judges OF The Northern District Of California
- 23 l. Standing Order - General (SBA) Patent Case
- 24 m. Order Relating Cases (Hon. Judge Vincent Chhabria)
- 25 n. Reassigned Case - Notice of New Hearing Date -VC
- 26 o. Related Case Order

27 9. I am not a professional process server.

28 10. I was paid a total of \$500 to serve these documents upon several Defendants in the

1 matter of *Briggs v Spacey, et al.*

2 11. I declare under penalty of perjury under the laws of the United States of America
3 that the foregoing is true and correct.

4

5

Dated: 10/20/2018

6

Signed: _____



Nexus Assoon

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

21

22

23

24

25

26

27

28

1 Steve Wilson Briggs
2 4322 Chico Ave.,
3 Santa Rosa, CA 95407
4 510 200 3763
5 snc.steve@gmail.com
6 PLAINTIFF In Propria Persona
7

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 STEVE WILSON BRIGGS
12 Plaintiff,
13 vs
14 KEVIN SPACEY; et al
15

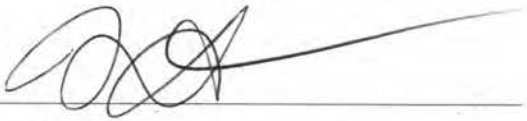
Civ No: 18-cv-04952-VC

**PROOF OF SERVICE
DECLARATION OF NEXUS
ASSOON, REGARDING SERVICE
OF PROCESS OF DEFENDANTS
NBCUNIVERSAL MEDIA, LLC**

16
17 **PROOF OF SERVICE DECLARATION OF NEXUS ASSOON, REGARDING**
18 **SERVICE OF PROCESS OF DEFENDANT NBCUNIVERSAL MEDIA, LLC**
19

20 My name is Nexus Assoon, and I declare the following:

- 21 1. I am over 18, and not a party of this action.
21 2. I am a resident of Los Angeles County, where this service of process took place.
22 4. My address is 3007 4th Ave., Los Angeles, CA 90018.
23 5. On **October 19th**, 2018, I served summons, Complaint and other legal documents
24 on **NBCUniversal Media, LLC**, by personally delivering said legal documents to the
25 Defendant's registered agent for service of process, **CT Corporation**, located at 818 West
26 Seventh Street (Suite 930), Los Angeles, CA 90017.
27 6. The CT Corporation agent or staff member whom I gave the documents to was
28 named **Carlos Paz**. Mr. Paz stated his job title was "Intake Specialist."

1	7. The documents that I served upon NBCUniversal Media, LLC, by delivering them
2	to CT Corporation's intake specialist, Carlos Paz, were the following documents:
3	a. Summons In A Civil Action (2)
4	b. Complaint
5	c. Civil Cover Sheet
6	d. Notice Of Availability Of Magistrate Judge To Exercise Jurisdiction
7	e. Consent Or Declination To Magistrate Judge Jurisdiction
8	f. Welcome To The Oakland Divisional Office
9	g. ECF Registration Handout
10	h. Proposed Order Granting Motion For Permission For Electronic Case Filing
11	i. Order Setting Initial Case Management And ADR Deadlines
12	j. Standing Order General (SBA)
13	k. Standing Order For All Judges OF The Northern District Of California
14	l. Standing Order - General (SBA) Patent Case
15	m. Order Relating Cases (Hon. Judge Vincent Chhabria)
16	n. Reassigned Case - Notice of New Hearing Date -VC
17	o. Related Case Order
18	8. I am not a professional process server.
19	9. I was paid a total of \$500 to serve these documents upon several Defendants in the
20	matter of <i>Briggs v Spacey, et al</i> .
21	10. I declare under penalty of perjury under the laws of the United States of America that
21	the foregoing is true and correct.
22	
23	Dated: <u>10/20/2018</u> Signed: 
24	Nexus Assoon
25	
26	
27	
28	

1 Steve Wilson Briggs
2 4322 Chico Ave.,
3 Santa Rosa, CA 95407
4 510 200 3763
5 snc.steve@gmail.com
6 PLAINTIFF In Propria Persona
7

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 STEVE WILSON BRIGGS
12 Plaintiff,
13 vs
14 KEVIN SPACEY; et al
15

Civ No: 18-cv-04952-VC

**PROOF OF SERVICE
DECLARATION OF NEXUS
ASSOON, REGARDING SERVICE
OF PROCESS OF DEFENDANTS
ARI EMANUEL, NEILL
BLOMKAMP, MATT DAMON, BEN
AFFLECK**

16
17
18 **PROOF OF SERVICE DECLARATION OF NEXUS ASSOON, REGARDING**
19 **SERVICE OF PROCESS OF DEFENDANTS**
20 **ARI EMANUEL, NEILL BLOMKAMP, MATT DAMON, BEN AFFLECK**
21

21 My name is Nexus Assoon, and I declare the following:

- 22 1. I am over 18, and not a party of this action.
23 2. I am a resident of Los Angeles County, where this service of process took place.
24 4. My address is 3007 4th Ave., Los Angeles, CA 90018.
25 5. On **October 19th**, 2018, I served summons, Complaint and other legal documents
26 on Ari Emanuel, Neill Blomkamp, Matt Damon, and Ben Affleck by personally delivering
27 summons complaint and other legal documents to the headquarters of WME (William
28 Morris Endeavor), at 9601 Wilshire Blvd (3rd floor), Beverly Hills, CA 90210.

1 6. When I arrived to the WME building, the lobby receptionist greeted me, and asked
2 me how he could assist me.

3 7. I explained that I was there to go to the third (3rd) floor to serve legal documents for
4 aforementioned parties.

5 8. The receptionist then instructed me that correct location for service on these parties
6 was in the downstairs mailroom. I then took the elevator to the downstairs mailroom.

7 9. In the mailroom, I was greeted by a man who identified himself as "Josh, the
8 Mailroom Supervisor." Josh was caucasian, in his mid 30s, with shortish blonde hair and
9 beard, a slender build, about 5' 10" tall. There was another mailroom employee working in
10 the mailroom who was also caucasian, and who also appeared to be in his 30s, about 5' 8"
11 tall, brown hair and beard, with glasses.


12 10. I told Josh that I was there to serve documents for the CEO of WME, Ari Emanuel,
13 and I began to ask if he (Josh) could accept service of process for the WME clients Neill
14 Blomkamp, Matt Damon and Ben Affleck.

15 11. The man in glasses interrupted and prompted Josh that he should probably call the
16 legal department.

17 12. Josh ignored the other man with sort of a wave of his hand, and said something like,
18 "I got this." Josh then told me that he could accept the documents and proceeded to take the
19 documents from my hands.

20 13. The documents that I served upon Ari Emanuel, Neill Blomkamp, Matt Damon and
21 Ben Affleck by delivering them to William Morris Endeavor's mailroom personnel, were:

21 a. **Summons In A Civil Action (2)**
22 b. **Complaint**
23 c. **Civil Cover Sheet**
24 d. Notice Of Availability Of Magistrate Judge To Exercise Jurisdiction
25 e. Consent Or Declination To Magistrate Judge Jurisdiction
26 f. Welcome To The Oakland Divisional Office
27 g. ECF Registration Handout
28 h. Proposed Order Granting Motion For Permission For Electronic Case Filing

1	i. Order Setting Initial Case Management And ADR Deadlines
2	j. Standing Order General (SBA)
3	k. Standing Order For All Judges OF The Northern District Of California
4	l. Standing Order - General (SBA) Patent Case
5	m. Order Relating Cases (Hon. Judge Vincent Chhabria)
6	n. Reassigned Case - Notice of New Hearing Date -VC
7	o. Related Case Order
8	14. I am not a professional process server.
9	15. I was paid a total of \$500 to serve these documents upon these and several other
10	Defendants in the matter of <i>Briggs v Spacey, et al.</i>
11	16. I declare under penalty of perjury under the laws of the United States of America that
12	the foregoing is true and correct.
13	
14	Dated: <u>10/20/2018</u> Signed: 
15	Nexus Assoon
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

1 Steve Wilson Briggs
 2 4322 Chico Ave.,
 3 Santa Rosa, CA 95407
 4 510 200 3763
 snc.steve@gmail.com
 PLAINTIFF In Propria Persona

5
 6
 7
 8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10
 11 STEVE WILSON BRIGGS
 12 Plaintiff,
 13 vs
 14 KEVIN SPACEY; et al

Civ No: 18-cv-04952-VC

**DECLARATION OF NEXUS ASSOON
 REGARDING ATTEMPTED
 SERVICE OF PROCESS ON
 KEVIN SPACEY, DANA BRUNETTI,
 AND TRIGGER STREET
 PRODUCTIONS, INC.**

15
 16 **DECLARATION OF NEXUS ASSOON REGARDING ATTEMPTED SERVICE OF**
 17 **PROCESS ON KEVIN SPACEY, DANA BRUNETTI, AND TRIGGER STREET**
 18 **PRODUCTIONS, INC.**

19
 20 My name is Nexus Assoon, and I declare the following:

- 21 1. I am over 18, and not a party of this action.
 21 2. I am a resident of Los Angeles County, where this service of process took place.
 22 4. My address is 3007 4th Ave., Los Angeles, CA 90018.
 23 5. On **October 19th**, 2018, I served attempted to serve summons, Complaint and other
 24 legal documents on **Kevin Spacey, Dana Brunetti, and Trigger Street Productions, Inc.,**
 25 by personally delivering said legal documents to the Sony Pictures Entertainment, Inc's
 26 stated address for service: 11766 W. Wilshire Blvd., Los Angeles, CA 90025 (designated in
 27 the California Secretary of State's Business Entity statement as the address for service of
 28 process for Trigger Street Productions and its executives).

1 6. Entering the building, as I approached the elevators I observed a sign that read, as I
2 recall: **"VISITORS: Please check in at the Visitors' Desk before entering the elevator."**

3 7. At the visitors' desk, I told the receptionist that I was there to give legal documents
4 Trigger Street Productions' registered agent for service of process—Frank Selvaggi, in suite
5 #1610, for service of process on Selvaggi's clients Kevin Spacey, Dana Brunetti, and
6 Trigger Street Productions, Inc.

7 8. The receptionist at the visitors' desk (a man with medium brown skin, a reddish
8 afro, and African American features) then told me that Altman, Greenfield & Selvaggi (the
9 company that Frank Selvaggi works for) **moved out of the building four of five years**
10 **earlier**, and further stated that room #1610 is completely vacant and has been vacant since
11 Altman, Greenfield & Selvaggi moved out 4 or 5 years ago. The receptionist then told me
12 that he understood that Altman, Greenfield and Selvaggi moved to "the Equinox building
13 near U.C.L.A."

14 9. I had, and have, no idea what or which "Equinox" building the receptionist was
15 referring to.

16 10. I am not a professional process server.

17 11. I was paid a total of \$500 to serve these documents upon several Defendants in the
18 matter of *Briggs v Spacey, et al.*

19 12. I declare under penalty of perjury under the laws of the United States of America
20 that the foregoing is true and correct.

21
22 Dated: 10/20/2018

Signed: 

Nexus Assoon

Steve Wilson Briggs
 4322 Chico Ave.,
 Santa Rosa, CA 95407
 510 200 3763
 snc.steve@gmail.com
 PLAINTIFF In Propria Persona

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

STEVE WILSON BRIGGS

Plaintiff,

vs

KEVIN SPACEY; ARI EMANUEL;
 MATT DAMON; BEN AFFLECK;
 NBCUNIVERSAL MEDIA, LLC;
 SONY PICTURES ENT INC.;
 TRIGGER STREET PRODUCTIONS INC;
 NEILL BLOMKAMP; ASIF SATCHU;
 MORDECAI (MODI) WICZYK;
 BILL BLOCK; DANA BRUNETTI;
 SOUND POINT CAPITAL MGMT, LC;
 MRC (and all MRC entities and subs.) et al

Civ No: 18-cv-04952-VC

**REQUEST FOR ENTRY OF DEFAULT
 AGAINST DEFENDANTS
 KEVIN SPACEY,
 DANA BRUNETTI, AND
 TRIGGER STREET PRODUCTIONS, INC.**

REQUEST FOR ENTRY OF DEFAULT

TO: the CLERK of the U. S. District Court Northern District Of California.

The Plaintiff in this matter, Steve Wilson Briggs, hereby requests that the Clerk of the United States District Court Northern District Of California enter default in this matter against Defendants **Kevin Spacey, Dana Brunetti, and Trigger Street Productions, Inc.**, on the grounds that these Defendants did not respond to the Complaint within the time limits prescribed by the Federal Rules of Civil Procedure, Rule 12 (a)(1)(A).

1 As the Plaintiff's server's declarations (see docket #16) confirm, the Plaintiff
 2 properly served Defendants (**Defs**) Spacey, Brunetti and Trigger Street Productions, Inc (all
 3 who allege to reside outside of California, in New York state), via his server, Morgan
 4 Marchbanks, on September 17, 2018. California allows USPS certified mail service, with
 5 return receipt requested, upon defendants living outside of California in another U.S. state.
 6 (The Plaintiff also re-served these Defendants' registered agent, via certified mail with
 7 return receipt requested, on September 27, 2018; however, the initial service of these
 8 defendants, on September 17, 2018, satisfied state and federal standards for serving an
 9 out-of state defendant.)

10 As detailed in the Plaintiff's filing captioned "**NOTICE RE SERVICE OF**
 11 **PROCESS ISSUES AND IRREGULARITIES RE DEFENDANTS SPACEY,**
 12 **BRUNETTI, AND TRIGGER STREET PRODS, INC,**" as well as detailed in the
 13 Declaration of Dr. Morgan Marchbanks (docket #16), the Plaintiff served Defendant
 14 **Trigger Street Productions, Inc** at the address stated on its Business Entity filing with the
 15 California Secretary of State (the Business Entity filing is attached to that Notice), at 120 W
 16 45th St., STE 3601, New York, NY 10036. That address is also current according to a "No
 17 Change" filing the Defendant, filed with the Secretary of State earlier this year. The
 18 Defendant's address is out of state; thus, the Plaintiff served this Defendant in compliance
 19 with California law, by sending summons, complaint, civil cover sheet and all other court
 20 documents to this address, addressed to the Defendant, via USPS certified mail, with return
 21 receipt requested.

21 Also as detailed in the Plaintiff's filing captioned "**NOTICE RE SERVICE OF**
 22 **PROCESS ISSUES AND IRREGULARITIES RE DEFENDANTS SPACEY,**
 23 **BRUNETTI, AND TRIGGER STREET PRODS, INC,**" as well as detailed in the
 24 Declaration of Dr. Morgan Marchbanks (docket #16), is the fact that on September 17.
 25 2018, the Plaintiff had Defendant **Dana Brunetti** served at the address stated on his
 26 Business Entity filing with the California Secretary of State for his company Spartan 97,
 27 LLC (the filing is attached to the previously cited Notice), at 200 Park Avenue South, 8th
 28 Floor, New York, NY 10003. That address is also current and "active" according the

1 California Secretary of State's Office. This Business Entity filing was submitted on January
 2 29, 2018. In this Business Entity filing, Defendant Brunetti provides this address as his
 3 personal address—or his personal mailing address). All of this information is identical to the
 4 information Defendant Brunetti provides for his personal address in his Business Entity
 5 filing with the California Secretary of State's Office for his business 18TH AMENDMENT,
 6 LLC, THE (also attached to the Plaintiff's previously cited Notice). The Defendant's
 7 address is out of state; thus, the Plaintiff served this Defendant in compliance with
 8 California law, by sending summons, complaint, civil cover sheet and all other court
 9 documents to this address, addressed to the Defendant, via USPS certified mail, with return
 10 receipt requested.

11 Also as detailed in the Plaintiff's filing captioned "**NOTICE RE SERVICE OF**
 12 **PROCESS ISSUES AND IRREGULARITIES RE DEFENDANTS SPACEY,**
 13 **BRUNETTI, AND TRIGGER STREET PRODS, INC.,"** as well as detailed in the
 14 Declaration of Dr. Morgan Marchbanks (docket #16), is the fact that on September 17.
 15 2018, the Plaintiff had Defendant **Kevin Spacey** served at the address stated on his Business
 16 Entity filing with the California Secretary of State's office for his company Trigger Street
 17 Productions, Inc (the filing is attached to that Notice), at 200 Park Avenue South, 8th Floor,
 18 New York, NY 10003. In that Business Entity registration with the California Secretary of
 19 State's office, Defendant Kevin Spacey (born Kevin Fowler) signs the document as the
 20 company's Corporate Officer. In the Business Entity Statement of Information filed with
 21 the California Secretary of State's office, Defendant Kevin Spacey (Kevin Fowler) declares
 21 his address—or his personal mailing address—is 200 Park Avenue South, 8th Floor, New
 22 York, NY 10003. This is also the address Trigger Street Productions. Inc declares as its
 23 Principal Executive Office. Again, that address is also current, according to a "No Change"
 24 filing the Defendants filed with the California Secretary of State's Office earlier this year.
 25 The Defendant's address is out of state; thus, the Plaintiff served this Defendant in
 26 compliance with California law, by sending summons, complaint, civil cover sheet and all
 27 other court documents to this address, addressed to the Defendant, via USPS certified mail,
 28 with return receipt requested.

1	California law (CCP § 415.40) deems service by mail, with return receipt is
2	appropriate and acceptable for out-of-state defendant, as in this case.
3	
4	(CCP § 415.40): A summons may be served on a person outside this state in
5	any manner provided by this article or by sending a copy of the summons and
6	of the complaint to the person to be served by first-class mail, postage
7	prepaid, requiring a return receipt. Service of a summons by this form of mail
8	is deemed complete on the 10th day after such mailing.
9	
10	California also has jurisdiction to serve parties who are out-of state under California's
11	"Long-Arm" Statute, CA CIV PRO § 410.10 (2003), which states:
12	
13	"A court of this state may exercise jurisdiction on any basis not
14	inconsistent with the Constitution of this state or of the United States."
15	
16	The <u>Federal Rules of Civil Procedure</u> , Rule 4(e)(1) defers to the rules of the
17	individual states courts for out-of-state parties, providing:
18	
19	"(e) Serving an Individual Within a Judicial District of the United States.
20	Unless federal law provides otherwise, an individual—other than a minor,
21	an incompetent person, or a person whose waiver has been filed—may be
22	served in a judicial district of the United States by:
23	(1) following state law for serving a summons in an action brought in
24	courts of general jurisdiction in the state where the district court is located
25	or where service is made:"
26	
27	Since these three out-of-state Defendants were served via U.S.P.S. certified mail
28	they are allowed an additional ten (10) days before service is deemed complete, before
	initiating the 21 day time limit to submit a response to the Complaint. Thus, the process of
	service of these three Defendants was officially completed ten (10) days after the server
	mailed these three Defendants their separate Summons, Complaint, Civil Cover Sheet, etc.
	Thus the date of service of these three Defendants became September 27, 2018.
	According to Federal Rules of Civil Procedure, Rule 12, a Defendant has 21 days to
	answer a Complaint. Thus, Spacey, Brunetti and Trigger Street Productions Inc had until
	October 18, 2018 to submit a responsive pleading to this Court.
	However, Defs Spacey, Brunetti and Trigger Street Productions, Inc failed to submit
	a responsive pleading, as required, on or before October 18, 2018. Thus, Defs Spacey,

1	Brunetti, and Trigger Street Productions, Inc have defaulted. Hence, the Plaintiff requests
2	the Clerk to enter default against Defs Spacey, Brunetti and Trigger Street Productions.
3	
4	Dated: <u>10/22/2018</u> Signed: <u>/s/ Steve Wilson Briggs</u>
5	Plaintiff, In Propria Persona
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
21	
22	
23	
24	
25	
26	
27	
28	

1	Steve Wilson Briggs	FILED OCT -9 2018 SUSAN Y. SOONG CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA
2	4322 Chico Ave.,	
3	Santa Rosa, CA 95407	
4	510 200 3763	
5	snc.steve@gmail.com	
6	PLAINTIFF In Propria Persona	
7		
8	UNITED STATES DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA	
10		Civ No: 18-cv-04952-VC
11	STEVE WILSON BRIGGS	(SECOND) PROOF OF SERVICE OF SUMMONS AND COMPLAINT DECLARATION OF DR. MORGAN MARCHBANKS
12	Plaintiff,	
13	vs	
14	KEVIN SPACEY; et al	
15		
16	SECOND PROOF OF SERVICE OF SUMMONS AND COMPLAINT	
17	DECLARATION OF DR. MORGAN MARCHBANKS	
18		
19	My name is Dr. Morgan Marchbanks and I declare the following:	
20	1. I am over 18, and not a party of this action.	
21	2. I am a resident of Sonoma County, where the mailing took place.	
21	4. My address is 346 Major Dr., Santa Rosa, CA 95403.	
22	5. On September 27th , 2018, I mailed six (6) total envelopes (three separately	
23	addressed envelopes that were mailed to three separate parties, and another three separately	
24	addressed envelopes that were mailed "care of" the parties authorized process of service	
25	agent) from the U.S. Post Office at 2585 Sebastopol Rd., Santa Rosa, California. Each of the	
26	six envelopes contained the following documents:	
27	a. Summons In A Civil Action (2)	
28	b. Complaint	

1	c. Civil Cover Sheet
2	d. Notice Of Availability Of Magistrate Judge To Exercise Jurisdiction
3	e. Consent Or Declination To Magistrate Judge Jurisdiction
4	f. Welcome To The Oakland Divisional Office
5	g. ECF Registration Handout
6	h. Proposed Order Granting Motion For Permission For Electronic Case Filing
7	i. Order Setting Initial Case Management And ADR Deadlines
8	j. Standing Order General (SBA)
9	k. Standing Order For All Judges OF The Northern District Of California
10	l. Standing Order - General (SBA) Patent Case
11	m. Order Relating Cases (Hon. Judge Vincent Chhabria)
12	n. Reassigned Case - Notice of New Hearing Date -VC
13	o. Related Case Order
14	6. The names of the three of the separately served parties were:
15	a. Kevin Spacey
16	b. Dana Brunetti
17	c. Trigger Street Productions, Inc.
18	7. The name of the parties' shared authorized service of process agent, whom I sent
19	three additional envelopes "care of", for each of the three parties listed in item 6 is Frank
20	Selvaggi.
21	8. I served the documents to each of the separate parties, listed above, by enclosing the
21	documents in separate envelopes and giving the envelope to a U.S. Postal Service clerk at
22	the U.S. Post Office at 2585 Sebastopol Rd., Santa Rosa, California, and paying the clerk to
23	send each of the envelopes "Priority" mail, certified and with return receipt requested, to
24	addresses that are outside of California.
25	9. These six (6) individual envelopes were addressed as follows:
26	a. Kevin Spacey
27	120 W 45th St., Suite 3601
28	New York, NY 10036

f. Trigger Street Productions, Inc.
% Frank Selvaggi
200 Park Avenue South, 8th Floor
New York, NY 10003

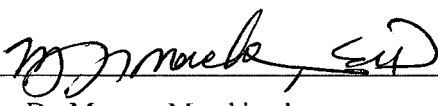
12. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signed:

Dr. Morgan Marchbanks

1	Steve Wilson Briggs	FILED
2	4322 Chico Ave.,	OCT -9 2018
3	Santa Rosa, CA 95407	SUSAN Y. SOONG
4	510 200 3763	CLERK, U.S. DISTRICT COURT
5	snc.steve@gmail.com	NORTHERN DISTRICT OF CALIFORNIA
6	PLAINTIFF In Propria Persona	
7		
8	UNITED STATES DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA	
10	STEVE WILSON BRIGGS	Civ No: 18-cv-04952-VC
11	Plaintiff,	(FIRST) PROOF OF SERVICE
12	vs	OF SUMMONS AND COMPLAINT
13	KEVIN SPACEY; et al	DECLARATION OF
14		DR. MORGAN MARCHBANKS
15	FIRST PROOF OF SERVICE OF SUMMONS AND COMPLAINT	
16	DECLARATION OF DR. MORGAN MARCHBANKS	
17		
18	My name is Dr. Morgan Marchbanks and I declare the following:	
19	1. I am over 18, and not a party of this action.	
20	2. I am a resident of Sonoma County, where the mailing took place.	
21	3. My address is 346 Major Dr., Santa Rosa, CA 95403.	
22	4. On September 17th , 2018, I mailed four envelopes to four separate parties, from the	
23	U.S. Post Office at 2585 Sebastopol Rd., Santa Rosa, California. Each of the four envelopes	
24	contained the following documents:	
25	a. Summons In A Civil Action (2)	
26	b. Complaint	
27	c. Civil Cover Sheet	
28	d. Notice Of Availability Of Magistrate Judge To Exercise Jurisdiction	
	e. Consent Or Declination To Magistrate Judge Jurisdiction	

1	f. Welcome To The Oakland Divisional Office
2	g. ECF Registration Handout
3	h. Proposed Order Granting Motion For Permission For Electronic Case Filing
4	i. Order Setting Initial Case Management And ADR Deadlines
5	j. Standing Order General (SBA)
6	k. Standing Order For All Judges OF The Northern District Of California
7	l. Standing Order - General (SBA) Patent Case
8	5. The names of the four separately served parties were:
9	a. Kevin Spacey
10	b. Dana Brunetti
11	c. Trigger Street Productions
12	d. Sound Point Capital Management
13	6. I served the documents to each of the separate parties, listed above, by enclosing the
14	documents in separate envelopes and giving the envelope to a U.S. Postal Service clerk at
15	the U.S. Post Office at 2585 Sebastopol Rd., Santa Rosa, California, and paying the clerk to
16	send each of the envelopes "Priority" mail, certified and with return receipt requested, to
17	addresses that are outside of California.
18	7. The four individual envelopes were addressed as follows:
19	1. Trigger Street Productions
20	200 Park Avenue South, 8th Floor
21	New York, NY 10003
21	2. Kevin Spacey
22	200 Park Avenue South, 8th Floor
23	New York, NY 10003
24	3. Sound Point Capital Management
25	375 Park Avenue, 33rd Floor
26	New York, NY 10152
27	4. Dana Brunetti
28	% Cavalry Media

1	200 Park Avenue South, 8th Floor
2	New York, NY 10003
3	8. I am not a professional process server.
4	9. I was not paid to serve these documents upon the parties.
5	10. I declare under penalty of perjury under the laws of the United States of America that
6	the foregoing is true and correct.
7	
8	Dated: <u>10/05/2018</u> Signed: <u></u>
9	Dr. Morgan Marchbanks
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
21	
22	
23	
24	
25	
26	
27	
28	

1	Steve Wilson Briggs	FILED OCT -4 2018 SUSAN Y. SOONG CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA
2	4322 Chico Ave.,	
3	Santa Rosa, CA 95407	
4	510 200 3763	
5	snc.steve@gmail.com	
6	PLAINTIFF In Propria Persona	
7		
8	UNITED STATES DISTRICT COURT	
9	NORTHERN DISTRICT OF CALIFORNIA	
10		Civ No: 18-cv-04952-VC
11	STEVE WILSON BRIGGS	NOTICE RE SERVICE OF PROCESS ISSUES AND IRREGULARITIES RE DEFENDANTS SPACEY, BRUNETTI, AND TRIGGER STREET PRODS, INC.
12	Plaintiff,	
13	vs	
14	KEVIN SPACEY; et al	
15		
16	SERVICE OF PROCESS NOTICE CONCERNING DEFENDANTS KEVIN	
17	SPACEY, DANA BRUNETTI AND TRIGGER STREET PRODUCTIONS, INC.	
18	1. The prior filing of this case (Briggs v Universal), after significant motion activity, was	
19	dismissed after the Plaintiff failed to properly serve Defendants (Defs) Spacey and Brunetti.	
20	Thus, in this current matter, the Plaintiff believes it wisest to apprise the Court of the	
21	following facts regarding service of process of Defs Spacey, Brunetti and Trigger Street	
21	Productions, Inc.	
22	2. The Plaintiff has found countless published addresses for each of these three	
23	Defendants. For over two decades, many online and printed publications have published Def	
24	Kevin Spacey's personal address as	
25	a. 200 Park Avenue South, 8th Floor, New York, NY 10003; or	
26	b. 120 W 45th St., <u>STE 3601</u> *, New York, NY 10036 (*sometimes marked 36 Floor).	
27	3. Both addresses are commonly associated with Kevin Spacey and Trigger Street	
28	Productions Inc; while the former address (200 Park Avenue South...) is also often	

1 associated with Defendant Brunetti, but seemingly most often associated with Frank
 2 Selvaggi of *Altman, Greenfield & Selvaggi*; Selvaggi is Spacey's, Brunetti's, and Trigger
 3 Street Productions' designated agent for service of process.

4 4. To clear up uncertainty regarding the Defendants addresses, the Plaintiff turned to the
 5 California Secretary of State website, and several other established state and national data
 6 repositories. On the California Secretary of State website the Plaintiff was able to find
 7 signed, official, current business documents confirming Spacey's, Brunetti's and Trigger
 8 Street Productions, Inc's addresses (for purposes of service of process by certified mail, as
 9 they all reside outside of California). From this research, the plaintiff discovered the
 10 following facts. The information suggests that the Defendants may have committed address
 11 fraud on the state of California, as they use multiple addresses in New York and California.

12 **DEFENDANTS' ADDRESSES & DESIGNATED AGENT'S ADDRESSES**

13 5. What follows are the facts concerning the Defendants' addresses:

- 14 1. In the California Secretary of State's complete Statement of Information (Foreign
 15 Corporation) for Defendant Kevin Spacey's corporation **First Take Productions,**
 16 **Inc.,*** Spacey declares (four times) that his address is 200 Park Ave. South, 8th
 17 Floor New York, NY 10003. (**See Exhibit A**)

18 *The Court should notice that Def Spacey dissolved this company 33 days
 19 after Plaintiff filed this lawsuit (09/17/2018), and just 4 days after the
 20 Plaintiff sent the seven (7) California based Defendants a "Notice Of A
 21 Lawsuit And Request To Waive Service Of A Summons." Plaintiff believes
 21 this was both an attempt to conceal Spacey's address from the Plaintiff, and
 an effort to destroy the First Take Corporation—a company which may
 factor into this lawsuit.

- 22 2. **Trigger Street Production, Inc's** California's Secretary of State's Statement and
 23 Designation By Foreign Corporation registration form was filled out, by hand, by
 24 Kevin Spacey (born Kevin Spacey Fowler), and signed "Kevin Spacey," 12/10/1997.
 25 This document identifies Spacey as the corporation's president. (**See Exhibit B**)
- 26 3. The California's Secretary of State's Designation By Foreign Corporation
 27 registration form for **Trigger Street Production, Inc** states its address is **120 W**
 28 **45th St., STE 3601, New York, NY 10036.** (Plaintiff believes Spacey used his true

- 1 personal address for his new corporation). (See **Exhibit B**, section #1)
- 2 4. California Secretary of State's complete Statement of Information (Foreign
- 3 Corporation) for **Trigger Street Productions, Inc** declares the corporation's address
- 4 is: 120 W 45th St., STE 3601, New York, NY 10036. (See **Exhibit C**, box #1)
- 5 5. Although the California Secretary of State's complete Statement of Information
- 6 (Foreign Corporation) filing for **Trigger Street Productions, Inc.** states the
- 7 corporations address is: 120 W 45th St., STE 3601, New York, NY 10036, it
- 8 identifies its Principal Executive Office (and its mailing address) as 200 Park Ave.
- 9 South, 8th Floor New York, NY 10003. (See **Exhibit C**, box 4 & 6)
- 10 6. California Secretary of State's complete Statement of Information (Foreign
- 11 Corporation) filing for **Trigger Street Productions, Inc.** states that Kevin (Spacey)
- 12 Fowler is the corporation's CEO, Secretary and CFO, and states that his address is
- 13 200 Park Ave. South, 8th Floor New York, NY 10003. (See **Exhibit C**, box 7, 8 & 9)
- 14 7. The California Secretary of State's complete Statement of Information (Foreign
- 15 Corporation) filing for **Trigger Street Productions, Inc.** identifies Frank Selvaggi
- 16 as the designated agent to accept service of process; completed, by hand, and signed
- 17 by Frank Selvaggi, himself. (See **Exhibit C**, box 13.)
- 18 8. **On February 14, 2018 (this year)** **Trigger Street Productions Inc. filed a "No**
- 19 **Change Statement"** Statement of Information (Foreign Corporation), thereby
- 20 **confirming that all of the preceding information under this heading (sections #2**
- 21 **through #7) is current and has not changed from 1997 to the present. (See**
- 21 **Exhibit D).**
- 22 9. **Trigger Street Productions, Inc's** California Secretary of State's complete
- 23 Statement of Information (Foreign Corporation) filing (signed by Selvaggi) declares
- 24 Selvaggi's current business—and perhaps residential—address is 11766 Wilshire
- 25 Blvd, #1610, Los Angeles, CA 90025. (See **Exhibit C**).
- 26 10. **Trigger Street Production, Inc's** Statement and Designation By Foreign
- 27 Corporation registration notes that mail is % Altman Greenfield & Selvaggi
- 28 (AG&S), and identifies Frank Selvaggi (of AG&S) is a natural person residing in

1 the State of California, who can receive service for the corporation at 11766 Wilshire
2 Blvd, #1610, Los Angeles, CA 90025. (See **Exhibit B**, section 3)

3 11. Further contradicting the address information provided by Selvaggi, outlined in
4 section 9 and 10, under this heading, the California Secretary of State's complete
5 Statement of Information (Foreign Corporation) filing for Dana Brunetti's
6 corporation "**18th Amendment, LLC, The**" (filed this year, 01/29/18), declares
7 Frank Selvaggi as the agent to accept service of process at a **yet another address:**
8 10960 Wilshire Blvd, Suite 1900, Los Angeles, CA 90024. (See **Exhibit E**, box #6.)

9 12. Once again contradicting the address information provided by Selvaggi in section 9
10 and 10, under this heading, the California Secretary of State's complete Statement of
11 Information (Foreign Corporation) filing for Dana Brunetti's corporation "**Spartan**
12 **97, LLC**" (filed this year, 01/29/18), declares Frank Selvaggi as the agent to accept
13 service of process at 10960 Wilshire Blvd, Suite 1900, Los Angeles, CA 90024. (See
14 **Exhibit F**, box #6.) This address is identified as the LLC's "California Office"
15 address (See **Exhibit F**, box 4c).^{*} However, on the very next page of this document,
16 the attachment identifies Frank Selvaggi as a "manager" or "member" of the
17 corporation who resides at **200 Park Ave. South, 8th Floor New York, NY 10003.**
18 Thus, the Defendants propose Selvaggi works in Los Angeles but lives in New York.

19 13. Similarly, on the California Secretary of State complete Statement of Information
20 (Foreign Corporation) statement for Spacey's corporation **Triggerstreet.com, Inc.,**
21 Spacey Declares Frank Selvaggio is the CFO of the corporation, and declares that
21 Selvaggio resides at 200 Park Ave. South, 8th Floor New York, NY 10003.^{**} (See
22 **Exhibit G**, box 9)

23 ^{*}Thus, the Defendants have provided two conflicting addresses for service of
24 process to Selvaggi in California (11766 Wilshire Blvd, #1610, Los Angeles,
25 CA 90025, and 10960 Wilshire Blvd, Suite 1900, Los Angeles, CA 90024.

26 ^{**}In addition to the conflicting service of process addresses, the Defendants
27 declare that yet another address, 200 Park Ave. South, 8th Floor New York,
28 NY 10003 is Selvaggi's personal address in certain government filings (See
Exhibits G), then declare this is as his business address in other government
filings (See **Exhibit H**).

- 1 14. The United States Patent and Trademark Office's registration for "**Presidential By**
2 **Kevin Spacey**" identifies Altman Greenfield and Selvaggi as the contact for the
3 trademark owner (Spacey's "Dovetail Ventures, LLC"), and identifies their address
4 as 200 Park Ave. South, 8th Floor New York NEW YORK 10003. (See **Exhibit H**).
- 5 15. **The National Directory of Registered Tax Return Preparers & Professionals**
6 lists Frank R. Selvaggi as a CPA at Altman Greenfield & Selvaggi LLP, at 200 Park
7 Ave South, 8th Flr, NY, NY 10003. (See **Exhibit I**). This is also the address on file
8 with the IRS for Selvaggi.
- 9 16. The National Directory of Registered Tax Return Preparers & Professionals has no
10 listing for a Frank Selvaggi or Altman, Greenfield & Selvaggi in California.
- 11 17. The Plaintiff found no listing for ANY business entity (Inc., LP, or LLC) with the
12 name "Selvaggi" in the California Secretary of State's business database.
- 13 18. By typing "Frank Selvaggi" into your Google web browser and clicking the first
14 result ("Frank Selvaggi / Freedom to Marry"), the fourth paragraph down states:
15 "Mr. Selvaggi is a resident of both **New York City** and North Salem, **New York.**"
16 No mention of California. (See **Exhibit J**)
- 17 19. The California Secretary of State's complete Statement of Information (Foreign
18 Corporation) filing for Def's Brunetti's corporation "**18 Amendment, LLC, The**"
19 declares Brunetti resides at 200 Park Ave. South, 8th Floor New York, NY 10003.
20 (See **Exhibit E.**)
- 21 20. The California Secretary of State's complete Statement of Information (Foreign
21 Corporation) filing for Dana Brunetti's corporation "**Spartan 97, LLC**" declares
22 Dana Brunetti resides at 200 Park Ave. South, 8th Floor New York, NY 10003. (See
23 **Exhibit F.**)
- 24 21. The United States Patent and Trademark Office identifies Dana Brunetti as the
25 owner and registrant of Cavalry Media, and identifies Brunetti's address as **200**
26 **Park Ave. South, 8th Floor New York, NY 10003.** (See **Exhibit K**).
- 27 6. The preceding facts and exhibits comprise the only official state and federal
28 documents declaring the Defendants' addresses that the Plaintiff was able to locate. **All of**

1 the preceding California State and federal records were current and valid at the time
 2 of the filing of this lawsuit,* EXCEPT for the business registration for
 3 Triggerstreet.com, Inc. (Exhibit G), which was forfeited by the Franchise Tax Board for
 4 failure to meet tax requirements (e.g., failure to file a return, pay taxes, penalties, interest),
 5 some time after 2010. (Again, *Defendant Spacey closed First Shot Productions, Inc, 33
 6 days after this suit was filed.)

7 7. Thus, the Plaintiff used the preceding information to serve Defendants Spacey,
 8 Brunetti and Trigger Street Productions, Inc., as follows:

9 **PLAINTIFF'S CERTIFIED MAIL SERVICE OF PROCESS**
 10 **TO KEVIN SPACEY, AT TWO ADDRESSES**

11 8. Since the aforementioned official state and federal documents declare 200 Park Ave.
 12 South, 8th Floor New York, NY 10003 is Defendant Kevin Spacey's address (**See Exhibit A**
 13 **and C**), as permitted by federal and California state law for out of State Defendants, the
 14 Plaintiff had his process server (Dr. Morgan Marchbanks) serve Spacey (certified mail,
 15 09/17/2018) at 200 Park Ave. South, 8th Floor New York, NY 10003. (*Spacey also
 16 declared this as his personal address in his California State business registration for Trigger
 17 Street Labs, Inc.)

18 9. Since there are published reports that Defendant Spacey's personal address is actually
 19 120 W 45th St., STE 3601, New York, NY 10036, and this address was used by Spacey as
 20 the address for Trigger Street Productions, Inc (**See Exhibit B**), as required by federal and
 21 California state law for out-of-state Defendants, the Plaintiff also had his process server
 21 serve Spacey (certified mail, 09/27/2018) at 120 W 45th St., STE 3601, New York, NY
 22 10036.

23 **PLAINTIFF'S CERTIFIED MAIL SERVICE OF PROCESS**
 24 **TO DANA BRUNETTI**

25 10. Since the aforementioned official state and federal documents state that 200 Park
 26 Ave. South, 8th Floor New York, NY 10003 is Defendant Brunetti's address (**See Exhibits**
 27 **E, F G and K**), the Plaintiff had his process server serve Brunetti (by certified mail,
 28 09/27/2018) at 200 Park Ave. South, 8th Floor New York, NY 10003.*

**PLAINTIFF'S CERTIFIED MAIL SERVICE OF PROCESS
TO TRIGGER STREET PRODUCTIONS, INC.**

11. Since the aforementioned official California State documents state that 200 Park Ave. South, 8th Floor New York, NY 10003 is Trigger Street Productions, Inc's Principal Executive Office (**See Exhibit C**), the Plaintiff also took care to have his process server serve Trigger Street Productions, Inc. at this address (200 Park Ave. South, 8th Floor New York, NY 10003), by certified mail, 09/17/2018.

12. Since the aforementioned official California State documents state that 120 W 45th St., STE 3601, New York, NY 10036 is Trigger Street Productions, Inc. official address (**See Exhibits B and C**), as required by federal and California state law for out of State Defendants, the Plaintiff has had his process server serve Trigger Street Productions, Inc. (by certified mail, 09/27/2018) at 120 W 45th St., STE 3601, New York, NY 10036.

**PLAINTIFF'S CERTIFIED MAIL SERVICE OF PROCESS
TO DEFENDANTS' DESIGNATED AGENT, FRANK SELVAGGI**

13. Defs Spacey, Brunetti and Trigger Street Productions, Inc. have each designated Frank Selvaggi, of Altman Greenfield & Selvaggi, LLP, as their agent to accept service of process.

14. Due to the facts that (A) there are numerous California state documents that identify Selvaggi as an officer, manager or member of more than one of Spacey and/or Brunetti's New York State based corporations, and declaring his address to be 200 Park Ave. South, 8th Floor New York, NY 10003 (**See Exhibit F**, page 2; and **See Exhibit G**); and because (B) numerous state and federal documents declare that Frank Selvaggi's (of Altman, Greenfield & Selvaggi, LLP) address is 200 Park Ave. South, 8th Floor New York, NY 10003; and because (C) the National Directory of Registered Tax Return Preparers & Professionals declares that Frank R. Selvaggi's address is 200 Park Ave South, 8th Flr, NY, NY 10003; and because (D) Selvaggi has multiple conflicting addresses declared to accept service of process in California; therefore, the Plaintiff **also** had his process server serve the Summons and Complaint upon the Defendants' authorized service of process agent, Frank Selvaggi (by certified mail, as required by federal and California state law for out-of-state Defendants, on 09/27/2018), at 200 Park Ave. South, 8th Floor New York, NY 10003.

Plaintiff Served Agent Frank Selvaggi For Defendant Spacey

15. Plaintiff also had his server serve the Complaint and other required court documents, intended for Defendant Kevin Spacey, to Spacey's authorized agent for service of process, Frank Selvaggi, at 200 Park Ave South, 8th Flr, NY, NY 10003; addressed as follows:

Kevin Spacey
 % Frank Selvaggi
 200 Park Avenue South, 8th Floor
 New York, NY 10003

Plaintiff Served Agent Frank Selvaggi For Defendant Brunetti

16. Plaintiff had his server serve the Summons and Complaint to Defendant Brunetti's authorized agent for service of process, Frank Selvaggi; addressed as follows:

Dana Brunetti
 % Frank Selvaggi
 200 Park Avenue South, 8th Floor
 New York, NY 10003

Plaintiff Served Agent Selvaggi For Defendant Trigger Street Productions

17. Plaintiff also had his server serve the Summons and Complaint, for Trigger Street Productions, Inc, to Trigger Street Productions, Inc's authorized service of process agent, Frank Selvaggi, at 200 Park Ave South, 8th Flr, NY, NY 10003; addressed as follows:

Trigger Street Productions, Inc.
 % Frank Selvaggi
 200 Park Avenue South, 8th Floor
 New York, NY 10003

SUMMARY OF SERVICE OF PROCESS FOR**ALL OUT-OF-STATE DEFENDANTS**

18. In addition to serving the Defendants at the declared addresses, headquarters, and serving their service of process agent, the Plaintiff also served the out-of-state defendant *Sound Point Capital Management*, as required by law.

The Remaining Defendants

19. As for the remaining, still unserved Defendants... On September 13th, 2018, the Plaintiff sent the attorneys of the remaining unserved Defendants "Notice Of A Lawsuit And Request To Waive Service Of A Summons." The Plaintiff still awaits their response.

SUMMATION

20. California Code of Civil Procedure § 415.40 pertains to serving an out of state party. 415.40 explains:

“A summons may be served on a **person** outside this state in any manner provided this article or by sending a copy of the summons and of the complaint to the person to be served by first-class mail, postage prepaid, requiring a return receipt. Service of a summons by this form of mail is deemed complete on the 10th day after such mailing.”

21. Section 415.40 does not specify whether certified mailed service should be sent to the party’s home or business address.

22. The Plaintiff complied with the CCP § 415.40 guidelines for serving the natural person defendants, by serving the required documents via certified mail with return receipt requested, to Defendants Spacey and Brunetti (separately) at their separately claimed addresses. The Plaintiff exceeded this guideline by also separately serving Spacey’s and Brunetti’s authorized service of process agent, Frank Selvaggi.

23. The Judicial Branch of California’s *California Courts* (courts.ca.gov) website conveniently explains the process for serving an out of state party, stating:

- “If the party being served is a **person**, the papers can be mailed to his or her home or **mailing address**.
- “If it is a **business**, the papers **must** be mailed to the owner(s) at the business’s main office.
- “If the **business** has an agent for service, the papers should be mailed to the agent for service.”

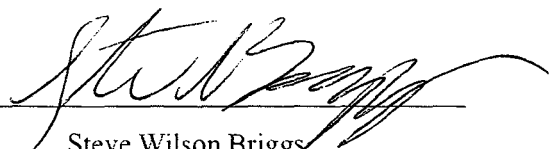
24. The Plaintiff met and exceeded this requirement by serving (by certified mail, with return receipt requested) **both** Trigger Street Productions’ principal executive office which it declared in its California Secretary of State’s complete Statement of Information (Foreign Corporation) filing (at **200 Park Avenue South, 8th Floor New York, NY 10003**), and also serving (by certified mail, with return receipt requested) the principal executive office which Trigger Street Productions declared as its principal executive office in its initial California’s Secretary of State’s Designation By Foreign Corporation registration (at **120 W 45th St., STE 3601, New York, NY 10036**). (See Exhibits B and C.) Further in compliance with these guidelines, the Plaintiff also served Trigger Street Productions authorized agent, Frank

1 Selvaggi.

2 25. Although the Plaintiff believes he has already satisfied the service of process
3 requirements for Defendants Spacey, Brunetti and Trigger Street Productions, to be safe, the
4 Plaintiff does intend to serve Selvaggi (agent for Spacey, Brunetti, and Trigger Street) at one
5 of Selvaggi's alleged California addresses. The Plaintiff is waiting to serve Selvaggi's L.A.
6 office until the Plaintiff learns if the other Defendants agree to waive service. Selvaggi's
7 L.A. office will then be served along with any of the remaining Los Angeles based
8 Defendants who decline to waive service of process.

9

10 Dated: 10/04/2018

Signed: 

Steve Wilson Briggs
Plaintiff, In Propria Persona

11

12

13

14

15

16

17

18

19

20

21

21

22

23

24

25

26

27

28

EXHIBIT

A



State of California

Secretary of State

S

E-H01193

FILED

In the office of the Secretary of
State of the State of California

Oct - 10 2011

This Space For Filing Use Only

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

C3408124

FIRST SHOT PRODUCTIONS, INC.

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
450 N. ROXBURY DRIVE 8TH FLOOR BEVERLY HILLS CA 90210			
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
450 N. ROXBURY DRIVE 8TH FLOOR BEVERLY HILLS CA 90210			
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
KEVIN SPACEY	200 PARK AVENUE SOUTH 8TH FLOOR NEW YORK, NY 10003			
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
KEVIN SPACEY	200 PARK AVENUE SOUTH 8TH FLOOR NEW YORK, NY 10003			
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
KEVIN SPACEY	200 PARK AVENUE SOUTH 8TH FLOOR NEW YORK NY 10003			

Names and Complete Addresses of All Directors, Including Directors Who Are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
KEVIN SPACEY	200 PARK AVENUE SOUTH 8TH FLOOR NEW YORK, NY 10003			
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O.Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC-LAWYERS INCORPORATING
SERVICE

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

ENTERTAINMENT

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/10/2011

DATE

KEVIN SPACEY

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

PRESIDENT

TITLE

SIGNATURE

EXHIBIT

B

**STATEMENT AND DESIGNATION
BY
FOREIGN CORPORATION**

FILED *Jo*
In the office of the Secretary of State
of the State of California

DEC 16 1997

Bill Jones
BILL JONES, Secretary of State

Trigger Street Productions, Inc.
(Name of Corporation)

_____, a corporation organized
and existing under the laws of New York, makes the following
(State or Place of Incorporation)
statements and designation:

1. The address of its principal executive office is 90 Altman, Greenfield, & Salvaggi
120 W. 45th St., STE 3601, New York, NY 10036
(Insert complete address of principal executive office wherever located.)
DO NOT USE POST OFFICE BOX

2. The address of its principal office in the State of California is 90 Altman, Greenfield, & Salvaggi
11766 Wilshire BLVD, STE 1610, Los Angeles, CA
(Insert complete address of principal office in California.) 90025
DO NOT USE POST OFFICE BOX

DESIGNATION OF AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA
(Complete Either Item 3 or Item 4)

3. (Use this paragraph if the process agent is a natural person.)

Frank Salvaggi

a natural person residing in the State of California, whose complete address is

11766 Wilshire Blvd., STE 1610, Los Angeles, CA
90025

DO NOT USE POST OFFICE BOX

is designated as agent upon whom process directed to the undersigned corporation
may be served within the State of California, in the manner provided by law.

4. (Use this paragraph if the process agent is a corporation.)

_____, a corporation
organized and existing under the laws of _____, is designated as
agent upon whom process directed to the undersigned corporation may be served
within the State of California, in the manner provided by law.

NOTE: Before a corporation may be designated by any other corporation as an
agent for service of process, a corporate agent must have complied with
Section 1505, California Corporations Code.

5. The undersigned corporation hereby irrevocably consents to service of process
directed to it upon the agent designated above, and to service of process on the
Secretary of State of the State of California if the agent so designated or the agent's
successor is no longer authorized to act or cannot be found at the address given.

Trigger Street Productions, Inc.
(Name of Corporation)

Kevin Spacey
(Signature of Corporate Officer)

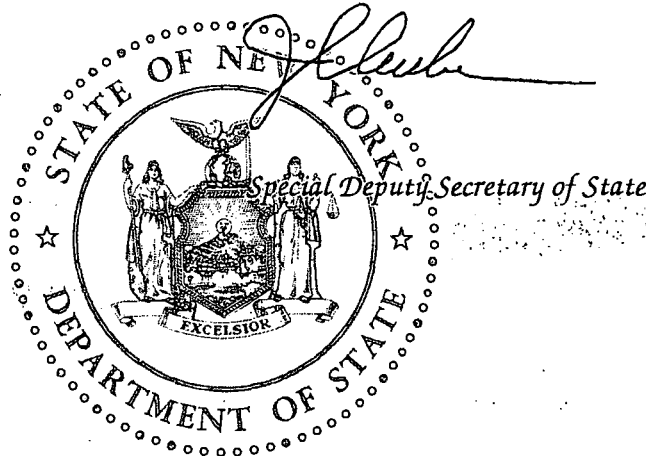
Kevin Spacey (President)
(Typed Name and Title of Officer Signing)

State of New York
Department of State | **ss:**

I hereby certify, that the certificate of incorporation of TRIGGER STREET PRODUCTIONS, INC. was filed on 06/22/1993, with perpetual duration, and that a diligent examination has been made of the index of corporation papers filed in this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 26th day of November
one thousand nine hundred and
ninety-seven.*

199711280116 59



EXHIBIT

C

	State of California Kevin Shelley Secretary of State STATEMENT OF INFORMATION (Foreign Corporation)	<div style="border: 2px solid black; border-radius: 50%; width: 40px; height: 40px; line-height: 40px; margin: 0 auto;">84</div>	<div style="font-size: 1.2em; font-weight: bold;">03-401427</div> <div style="text-align: center;"> FILED In the office of the Secretary of State of the State of California OCT 14 2003  KEVIN SHELLEY, SECRETARY OF STATE </div>
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM			
1. CORPORATE NAME: (Please do not alter if name is preprinted.) <div style="text-align: center;"> C2063350 DUE DATE 12-31-03 00776F TRIGGER STREET PRODUCTIONS, INC. 120 WEST 45TH ST STE 3601 NEW YORK NY 10036 </div>			
This Space For Filing Use Only			
CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code Section 2117)			
2. <input type="checkbox"/> CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.			
NO CHANGE STATEMENT			
3. <input type="checkbox"/> IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION CONTAINED IN THE LAST STATEMENT OF INFORMATION FILED WITH THE SECRETARY OF STATE, INCLUDING ANY INFORMATION CONTAINED IN FORM SI-PTSUPP, CHECK THE BOX AND PROCEED TO ITEM 13. IF THERE HAVE BEEN ANY CHANGES TO THE INFORMATION CONTAINED IN EITHER FORM, BOTH FORMS MUST BE COMPLETED IN THEIR ENTIRETY.			
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be PO Boxes.)			
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY AND STATE	ZIP CODE
200 PARK AVE SOUTH 8 th FL		NEW YORK, NY	10003
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE ZIP CODE
11766 WILSHIRE BLVD #1610		LOS ANGELES	CA 90025
6. MAILING ADDRESS		CITY AND STATE	ZIP CODE
200 PARK AVE SOUTH 8 th FL		NEW YORK, NY	10003
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, please do not alter the preprinted title on this statement.)			
7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
KEVIN FOWLER	200 PARK AVE SO. 8 th FL.	NEW YORK, NY	10003
8. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
KEVIN FOWLER	200 PARK AVE SO. 8 th FL.	NEW YORK, NY	10003
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
KEVIN FOWLER	200 PARK AVE SO. 8 th FL.	NEW YORK, NY	10003
LIST THE AGENT FOR SERVICE OF PROCESS (If an individual, the person named as agent must be a resident of California.)			
10. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS <input checked="" type="checkbox"/> AN INDIVIDUAL RESIDING IN CALIFORNIA. <input type="checkbox"/> A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.			
AGENT'S NAME <u>FRANK COZZAGGI</u>			
11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CITY	STATE ZIP CODE
11766 WILSHIRE BLVD #1610		LOS ANGELES	CA 90025
12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION			
PRODUCTION SERVICES			
13. THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT <input checked="" type="checkbox"/> YES			

EXHIBIT

D



State of California Secretary of State

Statement of Information (Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F

FU59565

FILED

In the office of the Secretary of State
of the State of California

FEB-14 2018

1. CORPORATE NAME

TRIGGER STREET PRODUCTIONS, INC.

2. CALIFORNIA CORPORATE NUMBER

C2063350

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 13**.**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY			
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/				
8. SECRETARY				
9. CHIEF FINANCIAL OFFICER/				

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.**10. NAME OF AGENT FOR SERVICE OF PROCESS****11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE ZIP CODE**Type of Business****12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION****13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.**

02/14/2018

MICHAEL COHEN

ACCOUNTANT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE


SI-350 (REV 01/2013)

APPROVED BY SECRETARY OF STATE

ER 1267

EXHIBIT

E

	Secretary of State Statement of Information (Limited Liability Company)	LLC-12	18-A36440 FILED In the office of the Secretary of State of the State of California JAN 29, 2018 This Space For Office Use Only
IMPORTANT — Read instructions before completing this form.			
Filing Fee — \$20.00			
Copy Fees — First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 plus copy fees			
1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.) 18TH AMENDMENT, LLC, THE			
2. 12-Digit Secretary of State File Number 201717110510		3. State, Foreign Country or Place of Organization (only if formed outside of California) DELAWARE	
4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box		City (no abbreviations)	State Zip Code
200 Park Avenue South, 8th Floor		New York	NY 10003
b. Mailing Address of LLC, if different than item 4a		City (no abbreviations)	State Zip Code
200 Park Avenue South, 8th Floor		New York	NY 10003
c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box		City (no abbreviations)	State Zip Code
10960 Wilshire Blvd, Suite 1900		Los Angeles	CA 90024
5. Manager(s) or Member(s) <small>If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).</small>			
a. First Name, if an individual - Do not complete item 5b	Middle Name	Last Name	Suffix
Dana		Brunetti	
b. Entity Name - Do not complete item 5a			
c. Address	City (no abbreviations)	State	Zip Code
200 Park Avenue South, 8th Floor	New York	NY	10003
6. Service of Process (Must provide either Individual OR Corporation.) INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.			
a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Frank		Selvaggi	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
10960 Wilshire Blvd, Suite 1900	Los Angeles	CA	90024
CORPORATION — Complete item 6c only. Only include the name of the registered agent Corporation.			
c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete item 6a or 6b			
7. Type of Business			
a. Describe the type of business or services of the Limited Liability Company			
Rental Property			
8. Chief Executive Officer, if elected or appointed			
a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code
9. The information contained herein, including any attachments, is true and correct.			
01/29/2018	Michael Cohen	Accountant	
Date	Type or Print Name of Person Completing the Form	Title	Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []


Company:

Address:

City/State/Zip: []

EXHIBIT

F

	Secretary of State Statement of Information (Limited Liability Company)	LLC-12	18-A36422 FILED In the office of the Secretary of State of the State of California JAN 29, 2018 This Space For Office Use Only
IMPORTANT — Read instructions before completing this form.			
Filing Fee – \$20.00			
Copy Fees – First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 plus copy fees			
1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.) SPARTAN 97, LLC			
2. 12-Digit Secretary of State File Number 201717110586		3. State, Foreign Country or Place of Organization (only if formed outside of California) DELAWARE	
4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box		City (no abbreviations)	State Zip Code
200 Park Avenue South, 8th Floor		New York	NY 10003
b. Mailing Address of LLC, if different than item 4a		City (no abbreviations)	State Zip Code
200 Park Avenue South, 8th Floor		New York	NY 10003
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box		City (no abbreviations)	State Zip Code
10960 Wilshire Blvd, Suite 1900		Los Angeles	CA 90024
5. Manager(s) or Member(s) <small>If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).</small>			
a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
Dana		Brunetti	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
200 Park Avenue South, 8th Floor	New York	NY	10003
6. Service of Process (Must provide either Individual OR Corporation.) INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.			
a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Frank		Selvaggi	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
10960 Wilshire Blvd, Suite 1900	LOS ANGELES	CA	90024
CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.			
c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b			
7. Type of Business			
a. Describe the type of business or services of the Limited Liability Company			
Rental Property			
8. Chief Executive Officer, if elected or appointed			
a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code
9. The Information contained herein, including any attachments, is true and correct.			

01/29/2018

Michael Cohen

Accountant

Date

Type or Print Name of Person Completing the Form

Title

Signature


Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

	Attachment to Statement of Information (Limited Liability Company)	LLC-12A Attachment	18-A36422
A. Limited Liability Company Name SPARTAN 97, LLC			
This Space For Office Use Only			
B. 12-Digit Secretary of State File Number <div style="text-align: center;">201717110586</div>		C. State or Place of Organization (only if formed outside of California) <div style="text-align: center;">DELAWARE</div>	


D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name Frank	Middle Name	Last Name Selvaggi	Suffix
Entity Name			
Address 200 Park Avenue South, 8th Floor		City (no abbreviations) New York	State NY Zip Code 10003
First Name Anthony	Middle Name	Last Name Bonsignore	Suffix
Entity Name			
Address 200 Park Avenue South, 8th Floor		City (no abbreviations) New York	State NY Zip Code 10003
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code

EXHIBIT

G

04-674817

	State of California Kevin Shelley Secretary of State STATEMENT OF INFORMATION (Foreign Corporation)	<p>FILED In the office of the Secretary of State of the State of California</p> <p>APR 16 2004</p> <p><i>Kevin Shelley</i> KEVIN SHELLEY, SECRETARY OF STATE</p> <p>C2508123 added 10/25/2014</p> <p>This Space For Filing Use Only</p>
FEES (Filing and Disclosure): \$25.00. If amendment, see instructions. IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM		
1. CORPORATE NAME: (Please do not alter if name is preprinted) TRIGGERSTREET.COM, INC.		
CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code Section 2117)		
2. <input type="checkbox"/> CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.		
NO CHANGE STATEMENT		
3. <input type="checkbox"/> IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION CONTAINED IN THE LAST STATEMENT OF INFORMATION FILED WITH THE SECRETARY OF STATE, INCLUDING ANY INFORMATION CONTAINED IN FORM SI-PTSUPP, CHECK THE BOX AND PROCEED TO ITEM 13. IF THERE HAVE BEEN ANY CHANGES TO THE INFORMATION CONTAINED IN EITHER FORM, OR NO STATEMENT HAS BEEN PREVIOUSLY FILED, THIS FORM (AND THE FORM SI-PTSUPP, IF PUBLICLY TRADED) MUST BE COMPLETED IN THEIR ENTIRETY.		
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be PO Boxes.)		
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
200 Park Avenue South, 8th Fl	New York, NY	10003
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY STATE	ZIP CODE
11766 Wilshire Blvd Ste 1610	Los Angeles CA	90025
6. MAILING ADDRESS	CITY AND STATE	ZIP CODE
11766 Wilshire Blvd Ste 1610	Los Angeles, CA	90025
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A complete title for the specific officer must be added; however, the preprinted titles on this statement must not be altered.)		
7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE ZIP CODE
Dana Brunetti	200 Park Avenue South, 8th Fl	New York, NY 10003
8. SECRETARY/	ADDRESS	CITY AND STATE ZIP CODE
Ross Partridge	200 Park Avenue South, 8th Fl	New York, NY 10003
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE ZIP CODE
Frank Selvaggi	200 Park Avenue South, 8th Fl	New York NY 10003
AGENT FOR SERVICE OF PROCESS • If an individual, the agent must reside in California and item 11 must be completed with a California address. • If another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 11 must be left blank.		
10. NAME OF AGENT FOR SERVICE OF PROCESS		
Barry Greenfield, c/o Altman, Greenfield & Selvaggi		
11. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY STATE	ZIP CODE
11766 Wilshire Blvd Ste 1610	Los Angeles CA	90025
TYPE OF BUSINESS		
12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION		
Entertainment		
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> KEVIN SPACEY TYPE OR PRINT NAME OF OFFICER OR AGENT </div> <div> <i>Kevin Spacey</i> SIGNATURE </div> <div> CEO TITLE </div> <div> 3/11/04 DATE </div> </div>		
SI-350 (REV 04/2005)		APPROVED BY SECRETARY OF STATE

EXHIBIT

H



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Sep 26 05:22:26 EDT 2018

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#)
[FIRST DOC](#) [PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

[Start](#) List At: OR [Jump](#) to record: **Record 17 out of 17**

[TSDR](#) [ASSIGN Status](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

PRESIDENTIAL BY KEVIN SPACEY

Word Mark	PRESIDENTIAL BY KEVIN SPACEY
Goods and Services	IC 018. US 001 002 003 022 041. G & S: Tote bags; umbrellas; business-card cases; briefcases; handbags; wallets; luggage
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	87015149
Filing Date	April 26, 2016
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	April 25, 2017
International Registration Number	1316876
Owner	(APPLICANT) Dovetail Ventures, LLC LIMITED LIABILITY COMPANY DELAWARE

Case 3:18-cv-04952-VC Document 11 Filed 10/04/18 Page 30 of 39

c/o Altman, Greenfield & Selvaggi, LLP 200 Park Ave. South, 8th Floor New York
NEW YORK 10003

**Attorney of
Record** Kenneth A. Feinswog

**Prior
Registrations** 2924016;4422191

Type of Mark TRADEMARK

Register PRINCIPAL

Other Data The name(s), portrait(s), and/or signature(s) shown in the mark identifies "KEVIN
SPACEY", whose consent(s) to register is made of record.

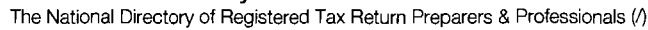
**Live/Dead
Indicator** LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	Browse Data	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST	NEXT LIST
FIRST DOC	PREV DOC	NEXT DOC	LAST DOC							

[|.HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

EXHIBIT

I



OPEN

ER 1279

Case 3:18-cv-04952-VC Document 11 Filed 10/04/18 Page 33 of 39

Add your picture and update your profile now. ([nature-tax-preparer-listing.cfm?cpa_dir_id=542137&refid=0](#))
View your tax professional website created exclusively for you. ([http://ptinpro.com/?profile_id=542137](#))

Request A Free Tax Consultation

([/find-tax-preparer.cfm?cpa_dir_id=542137&city=New%20York&mystate=NY&zip=10003&country=US](#))

For tax preparation in New York NY, you can count on Frank R. Selvaggi, CPA at Altman Greenfield & Selvaggi LLP. Frank R. Selvaggi, CPA assists taxpayers and small businesses with taxes in New York NY and the surrounding communities. Whether you are an individual or a local business in or around New York NY, Frank R. Selvaggi, CPA has years of valuable experience as an IRS registered tax preparer. Contact Frank R. Selvaggi, CPA, tax filing specialist in New York NY, for help with your taxes.

Looking to find the best rated tax preparer in New York NY?

Frank R. Selvaggi, CPA is a local tax preparer at Altman Greenfield & Selvaggi LLP located in New York NY. Frank R. Selvaggi, CPA and other tax preparers located in New York NY will help you with tax preparation, tax planning, bookkeeping, estate and trust taxes, and so much more.

Working Capital Available for Small Business

Instant online approval, no paperwork required, no application fees, no obligation.

([https://www.kabbage.com/landing-page/line-of-credit/?refid=725](#))

Need Help Finding a Tax Preparer in New York NY?

Our free service can help you find a qualified tax professional.

([/find-tax-preparer.cfm?city=New%20York&mystate=NY&zip=10003&country=US](#))

Litigation Finance

Hundreds of clients and firms trust LexShares, finance provider to the legal industry. [lexshares.com](#)

OPEN

Advertising Information ([http://www.cpadirectmarketing.com/](#))

About PTIN Directory ([/about-ptin-directory.cfm](#))

Contact PTIN Directory ([/contact-ptin-directory.cfm](#))

Privacy Policy ([/privacy-policy.cfm](#))

Press Releases ([/press-releases.cfm](#))

Affiliate Program ([/affiliate-program.cfm](#))



The National Directory of Registered Tax
Return Preparers & Professionals, Ltd.
©2012-2018 All rights reserved.

(/)

EXHIBIT

J

HOW IT HAPPENED (HTTP://WWW.FREEDOMTOMARRY.ORG/PAGES/HOW-IT-HAPPENED)

WHY IT MATTERS (HTTP://WWW.FREEDOMTOMARRY.ORG/PAGES/WHY-IT-MATTERS)

LESSONS LEARNED

Frank Selvaggi

WINNING IN THE STATES (HTTP://WWW.FREEDOMTOMARRY.ORG/PAGES/WINNING-IN-THE-STATES)



Frank Selvaggi is a CPA and Founding Partner at Altman, Greenfield & Selvaggi, LLP, the New York City and Los Angeles accounting firm he co-founded in 1986, which specializes in business management for the entertainment industry. Selvaggi and his firm work with some of the top talent within the entertainment industry.

He served for six years on the Board of the Empire State Pride Agenda (ESPA), New York's leading statewide LGBT civil rights and advocacy organization. He held the position of Co-Chair of ESPA's Foundation Board for three years and that of Chair of the Agenda Inc. Board for two.

In addition, he serves on the Board of Directors of the Gay & Lesbian Victory Fund, the nation's largest LGBT political action committee and the only national organization dedicated to increasing the number of openly LGBT elected officials at

all levels of government. He also serves as Board President of the American Associates of the Old Vic Theatre, an iconic theater company in London with roots dating back to 1818 and currently under the artistic direction of actor Kevin Spacey.

Mr. Selvaggi is a resident of both New York City and North Salem, N.Y. He married his long time partner, Bill Shea in Northampton, MA in May 2004. He earned a Bachelor of Science degree in Accounting with highest honors from Rochester Institute of Technology in Rochester, NY in 1981.

VIEW ALL STAFF (/THE-TEAM)

 (<https://www.facebook.com/freedomtomarry.org>)
 (<https://twitter.com/freedomtomarry>)

Freedom to Marry was the campaign to win marriage nationwide. With the Supreme Court victory on June 26, 2015, the work of this strategic campaign – though not the larger movement – was achieved, and Freedom to Marry wound down its operations, closing in early 2016. For inquiries, please email legacy@freedomtomarry.org (<mailto:legacy@freedomtomarry.org>).

EXHIBIT

K



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Tue Oct 2 05:21:01 EDT 2018

[TESS HOME](#)

[NEW USER](#)

[STRUCTURED](#)

[FREE FORM](#)

[BROWSE DICT](#)

[SEARCH OG](#)

[BOTTOM](#)

[HELP](#)

[Logout](#)

Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[TSDR](#)

[ASSIGN Status](#)

[TTAB Status](#)

(Use the "Back" button of the Internet Browser to return to TESS)

CAVALRY MEDIA

Word Mark CAVALRY MEDIA

Goods and Services

IC 041. US 100 101 107. G & S: Entertainment services, namely, arranging and conducting theatrical exhibitions, celebrity appearances, and producing television programs, motion picture films, and interactive audiovisual works for computer, all featuring musical, dramatic and comedy performances; entertainment services, namely, television and motion picture film production services, interactive multimedia production services; production and distribution of films and television shows; production of theatrical plays and theatrical exhibitions; providing web sites featuring information in the field of entertainment; fan clubs; music production services; sound recording studio services; post-production editing of films and television shows; entertainment services, namely, producing video games and multimedia entertainment; entertainment services, namely, production and distribution of virtual reality and augmented reality entertainment. FIRST USE: 20171103. FIRST USE IN COMMERCE: 20171103

Standard Characters Claimed

Mark

Drawing Code

(4) STANDARD CHARACTER MARK

Serial Number

87314035

Filing Date

January 25, 2017

Current

1A

Basis

**Original
Filing Basis** 1B

**Published
for
Opposition** October 17, 2017

**Registration
Number** 5551595

**Registration
Date** August 28, 2018

Owner (REGISTRANT) Dana Brunetti INDIVIDUAL UNITED STATES 8th Floor 200 Park Avenue
South New York NEW YORK 10003

**Attorney of
Record** Victor K. Sapphire, Esq.

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEDIA" APART FROM THE
MARK AS SHOWN

**Type of
Mark** SERVICE MARK

Register PRINCIPAL

**Live/Dead
Indicator** LIVE

[TESS HOME](#)

[NEW USER](#)

[STRUCTURED](#)

[FREE FORM](#)

[BROWSE LIST](#)

[SEARCH OG](#)

[TOP](#)

[HELP](#)

[|.HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

57